Records JAY 2 1 1974 at Request of SECURITY TITLE COMPANY Fee Paid, JERADEAN MARTIN Recorder, Salt Lake County, Utah

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS

The undersigned, RONALD R. WILKINS, KATHLEEN M. WILKINS, his wife, RALPH M. WILKINS, VIRGINIA C. WILKINS, his wife, EARL M. MONSON and DONNA M. MONSON, his wife, being the owners of the lands hereinafter described as ALISON CIRCLE SUBDIVISION, Salt Lake County, Utah, which is protected by its surroundings and nature from undesirable encroachments, desiring to develop a residential area of distinctive and individual character and to provide means by which such character may be safeguarded and protected, do hereby make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows, to-wit:

WHEREAS, the undersigned are the legal and beneficial owners of a certain tract of land situated in Salt Lake County, State of Utah, described as ALISON CIRCLE SUBDIVISION and more particularly described as follows:

Beginning at a point on the East line of 20th East Street said point being North 89.89 feet and East 24.90 feet from the Southwest Corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 75°28' East 112.97 feet to the West line of Lot 11 of Holliday Heights Subdivision; thence South 14°32' East 54.00 feet along said West line of Lot 11; thence North 57° 12' East 125.00 feet along the South line of Lot 11 to the West line of Lot 10; thence South 32°46' East 248.66 feet along the West line of Lot 10 and Lot 3 to the North line of Lot 2; thence South 61°16' West 270.67 feet along the North line of Lot 2 and Lot 1; thence North 32°38'30" West 132.87 feet to a point of a 339.28 foot radius curve to the right; thence Northerly along the arc of said curve 193.88 feet to the point of beginning.

WHEREAS, the undersigned desire to subject the property as described heretofore, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between them and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth.

NOW, THEREFORE, the undersigned declare that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants, and agreements between them and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

l. Mutual and Reciprocal Benefits, Etc. All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutua and reciprocal benefit of each and every lot created on above described property and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate

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between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

- 2. Terms of Restrictions: Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding upon the last day of January, 1999, upon which date same shall be automatically continued for successive periods of 10 years each, unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with same; provided, however, that at any time after January 1, 1999, these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record owners of a majority of the property.
- 3. Pets, Animals, eic: No animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots.
- 4. No signs shall be displayed on any of said lots except as follows: The name and professions of any professional man may be displayed at any dwelling house upon a sign not exceeding 200 square inches in size. Sign shall not be illuminated. There may also be displayed a sign not exceeding 18 inches by 24 inches advertising the fact that said parcel or said dwelling is for sale or to let or to lease.
- 5. Private Residence; moving of structures: Said premises shall be used for private residence purposes only, except as hereinafter set forth, and no structure of any kind shall be moved from any other place upon said premises.
- 6. Excavating: No excavation for stone, gravel or earth shall be made on said property, unless such excavation is made in connection with the erection of a building or structure thereon.
- 7. Rubbish Control: No rubbish shall be stored or allowed to accumulate thereon.
- 8. Easements: Such easements and rights of way shall be reserved to the undersigned, their successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lots in said tract, as may be shown on the recorded plats and over the rear 5 feet of each lot, and the undersigned, their successors and assigns, shall have the right to reserve any further necessary easemtns for said purposes in contracts and deeds, to any or all of the lots shown on recorded plats. No structure of any kind shall be erected over any of such easements, except that upon written permissions of undersigned, their successors or assigns.
- 9. <u>Set Backs</u>: No dwelling house or other structure shall be constructed or situated on any of said lots created except in confirmity with the "set back" lines as established in each instance by the Architectural Supervising Committee and in conformity with any additional "set back" lines

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which may be fixed by the undersigned, their successors and assigns, in contracts or deeds to any or all of the lots created on said property. The "set back" of any building, or other structure, as to any line, shall be deemed to be the minimum distance between said building, or other structure, and said line. The "set back" of any building, or other structure, as to any street, shall be deemed to be the minimum distance between said building, or other structure, and the nearest line of said street.

- 10. Resubdivision of sites: None of said lots may be resubdivided.
- 11. Fences, Walls and Trees: No fence, wall or hedge over 4 feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this paragraph may be waived or modified to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planning and growth of trees of lots in said tract, in order to prevent one lot owner from planting trees, or allowing the trees to grow, so that the view from other lots may be obstructed or impaired; the grantee agrees to abide by any order of said committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted. The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the grantee's title to be forfeited. The grantee further agrees that the members of said committee may at any time institute or prosecute and in the name of any member of said committee any suit or suits which the committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee of his agreement to remove, cut down or cut back any tree which, the committee has ordered removed, cut down or cut back. Should any such suit be instituted, the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorneys as may be fixed by the court.
- 12. Manner of Voting: In voting, pursuant to the provisions of paragraphs 2 or 12 hereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's Office of the County of Salt Lake, State of Utah.
- 13. An Architectural Supervising Committee consisting of three members has been created by the undersigned, and the undersigned may fill vacancies in the committee and remove members thereof at their pleasure; provided, however, that when ninety percent of the lots in said tract have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation by eighty-five percent of those who are owners (either under contract of purchase or in fee) of lots in said tract, of some person or persons whom such owners desire to have made a member or members of said committee, the undersigned, will appoint such person or persons on The Committee, and, if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided, however, that one person designated by the undersigned shall always remain a member of said committee if undersigned so desires. The functions of said committee shall be, in addition to the functions elsewhere in this Declaration set forth to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plan of the under-

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signed, and of the committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization approval or power made by the Committee must be in writing signed by at least two members thereof.

14. Improvements:

- (a) Type of Structures: No building other than one single family dwelling house, any appropriate outhouses shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outhouses.
- (b) Approval of Plans: No structures, either residence, outhouse, school, church, tennis court, swimming pool, wall, fence or other improvements shall be constructed upon any of the said lots without the written approval as to location, height and design thereof first having been obtained from the Architectural Supervising Committee. Before construction work of any kind is started, the plans of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval, and said plans shall show the four exterior elevations of said building, together with the floor plan plotted on a map of said lot and any additional details of house construction the Architectural Supervising Committee may require.
- (c) <u>Landscaping</u>: No landscaping shall be begun on said property nor any planting of trees take place, until the plans and specifications therefore have been first approved in writing by the Architectural Supervising Committee.
- (d) <u>Diligence in Building:</u> When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable length of time.
- 15. Violation of Restrictions, Penalties: Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, their successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.
- 16. Minimum Building Costs: The undersigned reserves the right for themselves, their successors and assigns to set a minimum figure for the costs or square foot floor area of any dwelling house to be erected on any of said lots in contracts and deeds, to any or all of the lots created in above described property. This cost or minimum square foot floor area may also be set from time to time by the Architectural Supervising Committee;

however, the minimum square foot floor area shall not at any time be less than 1400 square feet.

- 17. Acceptance of Restrictions: All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth herein.
- 18. <u>Invalidity</u>: It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.
- 19. Heating: All dwellings shall have central heating plant and all fuel burned in central plant shall be smokeless.

Dated this 22 day of April, 1974.

Lonald K. Wilking
RONALD R. WILKINS
Kathleen M. Wilkins
KATHLEEN M. WILKINS
Lalph M. Wilkins RALPH M. WILKINS
RALPH M. WILKINS
VIRGINIA C. WILKINS
VĬRGIŅIA C. WILKINS
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ÉARL M. MONSON
DONNA M. MONSON
DONNA M. MONSON

STATE OF UTAH) : ss.
County of Salt Lake)

On this 22 day of April, 1974, personally appeared before me Ronald R. Wilkins, Kathleen M. Wilkins, Ralph M. Wilkins and Virginia C. Wilkins, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

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STATE OF UTAH)	
	:	SS
County of Salt Lake)	

On this 2 day of April, 1974, personally appeared before me Earl M. Monson and Donna M. Monson, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public, residing in Salt Lake City, Utah

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