



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

5 2. Terms of Restrictions: Each and all of said restrictions, condi-  
6 tions, covenants and agreements shall continue in full force and effect and  
7 be binding upon the last day of January, 1999, upon which date same shall  
8 be automatically continued for successive periods of 10 years each, unless  
9 it is agreed by the vote of the then record owners of a majority of the prop-  
10 erty to terminate and do away with same; provided, however, that at any  
11 time after January 1, 1999, these restrictions, conditions, covenants and  
12 agreements may be altered or modified by the vote of the then record owners  
13 of a majority of the property.

14 3. Pets, Animals, etc: No animals, other than a reasonable and  
15 usual number of household pets, shall be kept on any of said lots.

16 4. No signs shall be displayed on any of said lots except as follows:  
17 The name and professions of any professional man may be displayed at any  
18 dwelling house upon a sign not exceeding 200 square inches in size. Sign  
19 shall not be illuminated. There may also be displayed a sign not exceeding  
20 18 inches by 24 inches advertising the fact that said parcel or said dwelling  
21 is for sale or to let or to lease.

22 5. Private Residence; moving of structures: Said premises shall be  
23 used for private residence purposes only, except as hereinafter set forth,  
24 and no structure of any kind shall be moved from any other place upon said  
25 premises.

26 6. Excavating: No excavation for stone, gravel or earth shall be  
27 made on said property, unless such excavation is made in connection with  
28 the erection of a building or structure thereon.

29 7. Rubbish Control: No rubbish shall be stored or allowed to  
30 accumulate thereon.

31 8. Easements: Such easements and rights of way shall be reserved  
32 to the undersigned, their successors and assigns, in and over said real  
property for the erection, construction and maintenance and operation there-  
in 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 re-  
corded 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 neces-  
sary 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.

33 9. Set Backs: No dwelling house or other structure shall be con-  
34 structed or situated on any of said lots created except in confirmity with the  
35 "set back" lines as established in each instance by the Architectural Super-  
vising Committee and in conformity with any additional "set back" lines

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

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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 herein-  
after 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 para-  
graphs 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 exist-  
ing 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-

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

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10 14. Improvements:

11 (a) Type of Structures: No building other than one single family  
12 dwelling house, any appropriate outhouses shall be erected on any of said  
13 lots, nor shall any house constructed on any of said lots be used for any  
14 purpose other than a dwelling house or appurtenant outhouses.

15 (b) Approval of Plans: No structures, either residence, out-  
16 house, school, church, tennis court, swimming pool, wall, fence or other  
17 improvements shall be constructed upon any of the said lots without the  
18 written approval as to location, height and design thereof first having been  
19 obtained from the Architectural Supervising Committee. Before construct-  
20 ion work of any kind is started, the plans of the exterior design of any build-  
21 ing to be constructed on any of said lots shall first be submitted to the Archi-  
22 tectural Supervising Committee for their approval, and said plans shall show  
23 the four exterior elevations of said building, together with the floor plan  
24 plotted on a map of said lot and any additional details of house construction  
25 the Architectural Supervising Committee may require.

26 (c) Landscaping: No landscaping shall be begun on said property  
27 nor any planting of trees take place, until the plans and specifications there-  
28 fore have been first approved in writing by the Architectural Supervising  
29 Committee.

30 (d) Diligence in Building: When the erection of any residence or  
31 other structure is once begun, work thereon must be prosecuted diligently  
32 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 nui-  
sance 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;



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

On this 22 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.

*R. M. Monson*

Notary Public, residing in  
Salt Lake City, Utah



My Commission Expires

10/24/74