

1539097

BOOK 1590 PAGE 427

Recorded at Request of F. MARY DAVIS  
at 3:27 P. M Fee Paid \$ 8.80  
NELLIE M. JACK, Recorder Salt Lake County, Utah  
By J. J. Johnson Dep. Rec.

FEB 26 1959

*Will Call*

ASSOCIATED DEVELOPMENT COMPANY  
A CORPORATION OF UTAH

DECLARATION OF PROTECTIVE COVENANTS  
AGREEMENTS, RESTRICTIONS AND CONDI-  
TIONS AFFECTING THE REAL PROPERTY  
KNOWN AS ST. MARY HILLS - PLAT "D"

TO

WHOM IT MAY CONCERN

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as St. Mary Hills, Plat "D", and more particularly described as follows:

Beginning at the Northeast corner of Lot 17, St. Mary Hills Plat "C", a subdivision of parts of Sections 10, 11 and 14, Township 1 South, Range 1 East, Salt Lake Base and Meridian in Salt Lake City and County, State of Utah, and as filed in the Office of the Salt Lake County Recorder; said point being 686.43 feet North and 1925.64 feet East from the Southwest corner of said Section 11, Township 1 South, Range 1 East, S.L.B. & M.; and running thence North 85° 54' East 161.76 feet; thence North 81° 54' East 200 feet; thence North 57° 27' 07" East 182 feet; thence South 32° 00' East 312 feet; thence North 50° 00' East 120.13 feet; thence East 182.41 feet; thence South 280 feet; thence South 45° 00' West 400 feet; thence South 121.11 feet; thence West 683.29 feet; thence North 9° 18' East 84.78 feet; thence North 650 feet to the point of beginning.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

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

1. MUTUAL AND RECIPROCAL BENEFITS, ETC. : All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and equitable servitude 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 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 until the first day of January, 1980, upon which date same shall be automatically continued for successive periods of ten 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 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, ETC.: 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 100 square inches in size. Sign shall not be illuminated. There may also be displayed a sign not exceeding 24 inches by 24 inches advertising the fact that said parcel or said dwelling is for sale or to lease.

Page 2

5. PRIVATE RESIDENCE: MOVING OF STRUCTURES: Said premises shall be used for private residence purposes only, except as hereinafter set for; and no structure of any kind shall be moved from any other place upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Supervising Committee.
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, its 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 said map and the undersigned, its successors, and assigns, shall have the right to reserve any further necessary easements for said purposes in contracts and deeds, to any or all of the lots shown on said map. No structures of any kind shall be erected over any of such easements except upon written permission of the undersigned, their successors and assigns.
9. SET BACKS: No dwelling house or other structure be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by the Architectural Supervising Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its 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 buildings, 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 unless approved in writing by the undersigned, its successors or assigns.
11. FENCES, WALLS AND TREES: No fence, wall or hedge over four feet in height shall be erected or grown any place on said premises; provided, however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planting and growth of trees on lots in said tract in order to prevent one lot owner from planting trees or allowing trees to grow so that the view from other lots may be obstructed or impaired; the grantee agrees to abide by an 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 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 attorney as may be fixed by the court.
12. MANNER OF VOTING: In voting, pursuant to the provisions of Paragraphs two or twelve 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.

Page 3

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 per cent of the lots in said tract have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation by eighty five per cent 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 make 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 further, however, that one person designated by the undersigned shall always remain a member of said Committee if the 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 ~~there~~ shall conform to the restrictions and general plans of the undersigned, 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.

14. IMPROVEMENTS:

(a) Type of structures: No building other than one single family dwelling house, and any appropriate outbuildings 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, except the undersigned can allow to be located in the subdivision two family residences.

(b) Before the Architectural Supervising Committee may approve any plans for construction work of any kind on the premises, the lot owner or purchaser must submit to said committee an accurate plot plan showing the exact location of all buildings to be built on the lot. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established.

(c) APPROVAL OF PLANS: No structures, either residence, outbuilding, 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 lots and any additional details of the house construction the Architectural Supervising Committee may require.

(d) LANDSCAPING: No landscaping shall be started on said property nor any planting of trees take place until the plans and specifications therefor have been first approved in writing by the Architectural Supervising Committee.

15. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The Architectural Supervising Committee shall be sole judge of what shall be an annoyance or nuisance to the neighborhood.

16. OWNERSHIP AND OCCUPANCY: If any lot or home is sold or leased or occupied by any race other than the caucasian race such sale or lease or occupancy must be first approved in writing by two-thirds of the property owners in the subdivision. One vote to be allowed for each lot in the subdivision as shown on the recorded plat. The seller or owner agrees to abide by the decision of the property ~~owners~~ owners.

Page 4

17. MINIMUM BUILDING COSTS: The undersigned reserves the right for itself, its successors and assigns to set a minimum figure for the cost 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.

18. Where underground distribution circuits are available or in place in the rear of the lots in the subdivision, the owners shall be obligated to install underground service to their homes from the distribution circuits.

19. VIOLATION OF RESTRICTIONS, PENALTIES: Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or astowhich 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.

20. 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.

21. INVALIDITY: It is expressly agreed that in the event any covenant or condition or restriction herein before contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way effect any valid covenant, condition or restriction.

ATTEST:

*E. D. Davis*  
E. D. Davis  
Secretary

ASSOCIATED DEVELOPMENT COMPANY

*G. A. Muhlestein*  
G. A. Muhlestein  
Vice President

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On this 13th day of February, A. D. 1959, personally appeared before me G. A. Muhlestein and E. D. Davis, who duly acknowledged to me that they are the Vice President and Secretary respectively of the Associated Development Company, that each and both of them signed the above instrument in behalf of said Associated Development Company by the authority of a resolution of its Board of Directors.

My Commission expires,

July 11, 1959

*Joseph S. Denton*  
Notary Public  
Residing in Salt Lake City, Utah

