

Recorded SEP 17 1975 at 2:34 PM
In respect of Henry Moyle
KARL...
Salt Lake City, Utah

2743274

550 833 Brown Deputy
DECLARATION OF PROTECTIVE COVENANTS
GOVERNING SILVER LAKE ESTATES 1847 W. 2300 St.
Salt Lake City, Utah 84119

KNOW ALL MEN BY THESE PRESENTS:

James D. Moyle, as Trustee, being owner of all the following described premises, comprising two subdivisions, situate in the County of Salt Lake, State of Utah, to-wit:

All of Silver Lake Estates No. 1 and Silver Lake Estates No. 2, two subdivisions, a part of the Northwest quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

And desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises unless specifically exempted, subject to the following express covenants and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises, hereinafter referred to as Silver Lake Estates, and with each and every single family residential lot, to-wit:

1. Residential Use:

The lots in Silver Lake Estates zoned FR shall be known and described as single family residential lots. In addition to a single family residence, no other structure shall be erected except for a private garage and a guest house. No business shall be erected or permitted on said lots.

2. Division of Lots:

No single family lot shall be resubdivided into smaller lots than those shown on the subdivision plat unless approved in writing by the Architectural Control Committee, hereinafter described.

3. Approval of Plans:

No building, fence, wall or other structure shall be erected until the plans and specifications and plot plan and drainage plan shall have been submitted to and approved by the Architectural Control Committee, and a copy of approved plans be lodged permanently with said committee. Committee shall have the right to take into consideration the suitability of the proposed building or structure, material of which it is to be built, site upon which it is proposed to be erected, the harmony thereof with its surroundings and its effect upon adjacent or neighboring properties. Subsequent alterations to any structure, including exterior color scheme, shall be subject to the prior approval

BOOK 3972 PAGE 193

of the Committee. The Committee shall not be responsible for structural defects in such plans or specifications.

4. Architectural Control Committee:

The Architectural Control Committee shall be composed originally of three (3) members selected by the Board of Trustees of Brighton Properties, Inc., hereinafter referred to as Brighton Properties. In the event of incapacity or resignation of a member of the Committee, the remaining members shall have authority to designate a successor to serve until the Board of Trustees of Brighton Properties shall appoint a successor. Members of the Committee shall not be entitled to any compensation for services performed under these covenants. The Committee, however, shall have the authority to engage the services of an expert as consultant, and to charge a sum not exceeding Fifty Dollars (\$50.00) for each set of plans and specifications submitted to it for approval to defray costs of expert consultants. The Board of Trustees of Brighton Properties, Inc. shall have the power to change the membership of the Architectural Control Committee.

5. Pets:

No poultry, livestock or other animals, other than usual household pets, shall be permitted on any lot.

6. Completion of Construction:

No temporary structure shall be erected on any lot, no dwelling shall be occupied until completed. Construction of structure once started shall be completed promptly.

7. Signs:

No advertising signs of any character shall be permitted to remain on any lot without written approval of the Architectural Control Committee.

8. Nuisances:

No lot shall be used for storage of rubbish or other property that will cause such lot to appear untidy, nor shall anything be kept on any lot that will emit foul or obnoxious odors, or cause any noise, nor shall any outside lighting of a permanent nature be installed that might disturb the peace, quiet, comfort or serenity of the surrounding properties without approval of the Committee.

9. Water:

The quantity of water available being limited, no outside watering shall be permitted except upon approval of the Architectural Control Committee.

10. Incinerators:

No incinerators shall be kept or maintained on any lot.

11. Tanks:

Any tanks for use in connection with any residence, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting or fencework, or must be located as approved by the Architectural Control Committee, so as to conceal the tank from neighboring lots or streets.

12. Vehicles:

The Architectural Control Committee shall have authority to limit the use and stationing of trucks, buses, camping and house trailers, campers, snowmobiles, motorcycles and other vehicles on any lot or on any of the roads within the two subdivisions.

13. Native Growth and Terrain:

The Committee shall have authority to prevent removal of natural growth and require suitable retaining walls where the angle of repose of the grounds shall be altered by excavation within seven (7) feet of any boundary line of any lot unless the slope does not exceed one and one-half (1½) feet horizontal to one (1) foot vertical.

14. Size of Dwelling:

A single family dwelling constructed on a lot must occupy a ground floor area of enclosed structure, excluding garage and porches, of not less than eight hundred (800) square feet, unless a smaller area is approved in writing by the Architectural Control Committee.

15. Home Owner's Corporation:

To construct, maintain and improve water system, drainage, private streets, roads, general planning and all common community services within the two subdivisions for the general benefit of all the lot owners, every lot owner, in accepting a deed or contract for the purchase of any lot, agrees to acquire the former owner's membership in Brighton Properties, Inc., a Utah non-profit corporation, and shall become a member (shareholder) of and be subject to the obligations and regulations of said corporation, and agrees to pay assessments as ordered by the Board of Trustees of Brighton Properties. Such assessments shall be paid promptly when it becomes due and in the event of failure of an owner to pay such an assessment promptly when due, for which the owner shall be

personally liable, the amount of the unpaid assessment shall constitute a lien upon the lot owned by said owner, as well as a lien against the shares of Brighton Properties. The corporation may enforce payment of said assessment by denial of the right to use water owned and controlled by the corporation. Said lien may be enforced in equity, as would a real estate mortgage lien foreclosure, by James D. Moyle, Trustee, or his successor, Brighton Properties, Inc. The foreclosure judgment shall award to the corporation reasonable attorney's fees and court costs incurred in connection with the foreclosure.

16. Option to Purchase:

If the grantee of any lot desires to sell the same, the property shall be offered for sale to James D. Moyle, Trustee, or his successor, Brighton Properties, Inc., or its successor, at a price equal to any then existing bona fide offer acceptable to Seller. James D. Moyle, Trustee, or his successor, shall have thirty (30) days following receipt of written notice of said bona fide offer within which to elect to purchase said property on the same terms and conditions as are contained in the bona fide offer. Notice of the offer to purchase such a lot shall be given to the owners of all the lots in Silver Lake Estates who shall then have a right to bid on said lot by sealed bid. If such owner's sealed bid exceeds the amount of the bona fide offer, all amounts in excess thereof shall go to the non-profit corporation and be used as part of its operating funds and such highest bidder shall effectively become Buyer of said lot. James D. Moyle, Trustee, or his successor, shall notify the Seller, in writing, of its election to purchase said property and within ten (10) days from that date, all documents necessary to consummate such sale shall be executed and the consideration paid. Should James D. Moyle, Trustee, or his successor, fail to exercise its option to purchase such property, then the Seller shall have the right to sell the property in accordance with the terms of the bona fide offer, provided that Seller shall simultaneously transfer the certificate representing membership in Brighton Properties, Inc. to the new owner. The foregoing first refusal option to purchase each lot shall expire at midnight, December 31, 1988.

17. Variances:

If a majority of the stockholders of Brighton Properties, Inc. shall determine that a variance from these covenants is in the best interest of the entire project, they may grant a variance to a lot owner from the restrictions of these covenants. Such a variance shall not constitute a waiver of these restrictions as to any other lots in Silver Lake Estates.

18. Duration of Protective Covenants:

These protective covenants, each and all of them, shall run with the land and every part thereof, and shall be binding on the owner or owners of any lot in Silver Lake Estates No. 1 and No. 2 subdivisions until the 31st day of December, 1991, unless an instrument signed by a majority of the then owners of lots within the two subdivisions has been recorded providing for an extension of time. These protective covenants shall terminate on the 31st day of December, 1991, unless otherwise extended.

19. Amendments:

Amendments or changes in these protective covenants in whole or in part may be effected by a majority vote of the owners of the lots in the two subdivisions.

20. Enforcement of Covenants:

Upon breach of these covenants or any of them anyone owning or having an interest in Silver Lake Estates may bring appropriate action in the proper court to enjoin or restrain any violation or to compel compliance to provisions of these covenants. Any violation of these covenants shall not affect the lien of any mortgage now of record or hereinafter placed of record on any lot in Silver Lake Estates.

21. Invalidation:

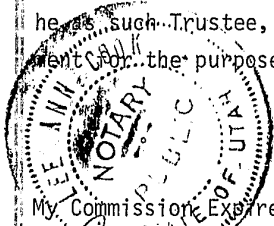
The invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

JAMES D. MOYLE, TRUSTEE

By James D. Moyle
James D. Moyle, Trustee

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

Before me this 19th day of December, 1973, personally appeared James D. Moyle, Trustee, who acknowledged himself to be Trustee for the lot owners of Silver Lake Estates No. 1 and No. 2 subdivisions, and that he as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing as Trustee.



Lee Ann Cook
Notary Public

BOOK 3972 PAGE 197