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FILED IN DISTRICT COURT  
SALT LAKE COUNTY, UTAH

JUL 17 3 43 PM '81

W. STERLING EVANS, CLERK  
330 DIST. COURT  
BY Pat Jones  
DEPUTY CLERK

EARL S. SPAFFORD  
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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

LOREN R. BROCKBANK and  
ROSALIND W. BROCKBANK, his  
wife, and VON R. BROCKBANK  
and VICKY J. BROCKBANK, his  
wife,

Plaintiffs,

vs.

JAY B. BALDWIN, JR., and  
DONNA B. BALDWIN, his wife,  
JOHN W. LONGSON and EMMA S.  
LONGSON, his wife, FREDERICK  
W. MCGOLDRICK and TERESA F.  
MCGOLDRICK, his wife, and  
DONALD SMITH and ELIZABETH  
SMITH, his wife, and all other  
persons and concerns similarly  
situated (a class action),

Defendants.

ORDER

1000  
311 So. State  
84111

REQ'D  
Scott Duckworth

Jul 21 10 51 AM '81  
Spafford & Dibb

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

Civil No. 238887

On the 16th day of July, 1981, the hearing on the proposed Stipulation of Settlement in the above-entitled action was held before the Honorable Jay E. Banks. Counsel for the parties were present and the Court heard the argument of counsel, of Mr. Sharma and of Mr. Von Brockbank, and the Court having reviewed the Stipulation and considered its fairness and adequacy, and good cause appearing therefore,

IT IS ORDERED, ADJUDGED AND DECREED, that the Stipulation of Settlement is approved in its entirety, and incorporated herein;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following amended restrictive covenants shall run with the land and be applicable to Mt. Olympus Hill Subdivisions No. 1, 1 Amended and No. 3, Salt Lake City, Salt Lake County, Utah.

Amended Restrictive Covenants

1. The provisions of the restrictive covenants of all of Mt. Olympus Hills Subdivisions No. 1 and No. 3 on file in the office of the Salt Lake County Recorder as Entry No. 1508204, Book 1358 and Page 104 and dated the 17th day of October, 1956, are incorporated herein by this reference.

BOOK 5273 PAGE 175

2. Lot number one (1) of the Mt. Olympus Hills Subdivision is hereby relieved of the restrictions of the restrictive covenants referred to and incorporated herein by the preceding paragraph. The original restrictive covenants are amended as herein set forth and Lot number one (1) shall be subject to and restricted in its use by the following provisions.

3. Lot number one (1) shall be used for office buildings, residential condominiums, or single-family dwellings only. No further subdivision of Lot number one (1) is allowed, unless single-family dwellings are constructed on Lot number one (1). Nothing set forth herein shall prohibit the use of Lot number one (1) for residential condominiums.

4. No building shall be erected nearer than 30 feet to the street property lines of Westview, Brockbank or Bernada Drives.

5. No building, improvement and/or structure on Lot number one (1) shall be higher than ten (10) feet above the top of the existing curb at the highest point on the west side of Westview Drive. No building shall have more than three (3) floors or levels.

6. No building, structure, or improvement shall be erected, placed or altered on Lot number one (1) until the construction plans and specifications, and a plan showing the location of the structure, have been submitted to at least two of the three members of the Architectural Review Committee. All lot owners are entitled to examine the plans and specifications referred to herein at any reasonable time.

7. The Architectural Review Committee shall be composed of three members. One shall be Von Brockbank, or his assignee, and the other two members shall be elected by the lot owners of Mt. Olympus Hills Subdivisions No. 1 and No. 3 (including Mt. Olympus Hills Subdivision No. 1 Amended). None of the members of the committee shall be entitled to any compensation for services performed pursuant to this covenant.

8. The receipt by the Architectural Review Committee of construction plans and specifications as required in these covenants shall be in writing.

9. No restaurants, of any kind, theaters, dance halls or retail stores of any kind may be operated, or such businesses conducted, on Lot number one (1). Nothing set forth herein shall preclude the operation of barber shops or beauty salons on the property.

10. No noxious or offensive activity or trade shall be carried on upon any lot or shall anything be done thereon which may become a nuisance or private nuisance to the neighborhood.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time for residential purposes, either temporarily or permanently.

12. No animals of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 50 years from the date this document is recorded.

14. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

15. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

### Residential Condominiums

If residential condominiums are constructed on Lot number one (1), the following additional restrictions and covenants shall apply:

16. The maximum aggregate square footage of the residential condominiums shall not exceed 115,000 square feet and there shall be a limitation of 18 condominium units per acre.

17. Each condominium unit shall have a minimum development cost of not less than \$80,000 based upon the values prevailing on the date these covenants are recorded and as subsequently adjusted by the Consumer Price Index, U.S. City Average for All Items. Development cost, as used herein, shall mean general building, financing, land and direct supervision costs and shall include reasonable sales and marketing costs and architectural and engineering costs.

18. The condominium project shall have only common ingress and/or egress roads, none of which shall be along Westview Drive, or Bernada Drive unless such roads are required by the Salt Lake County Planning and Zoning Commission. Only in such event may ingress and/or egress be made at Bernada Drive. In no event will ingress and/or egress be allowed on Westview Drive. No condominium units will be serviced by driveways on Bernada, Brockbank or Westview Drives.

19. If, and only if, residential condominiums are constructed on Lot number one (1), the restriction set forth in paragraph 4 herein shall be modified so that carports or detached garages may be constructed nearer than thirty (30) feet to Westview Drive. However, such carports, or detached garages may not be nearer Westview Drive than as approved by the Salt Lake Planning and Zoning Commission, and in no event shall they be constructed higher than three feet above the top of the existing curb on the west side of Westview Drive.

20. For a period of no more than two years after the completion of the construction of a unit, the residential condominium unit may be leased by the developer of the

project until such unit is sold. Upon the expiration of such two year period, the developer of the condominium project may no longer lease any of the units.

#### Commercial Offices

If commercial offices are constructed on Lot number one (1), the following additional restrictions and covenants shall apply:

21. The maximum aggregate square footage of the office buildings may not exceed 85,000 square feet.

22. No building shall be constructed nearer than eighty (80) feet to Westview Drive. No structure or improvement within eighty (80) feet of Westview Drive shall be higher than three feet above the top of the existing curb on the west side of Westview Drive.

23. All street, parking or common area lighting shall be ground lighting, except as required by Salt Lake County for purposes of safety and/or security.

#### Single-Family Dwellings

If single-family dwellings are constructed on Lot number one (1), the following additional restrictions and covenants shall apply:

24. Lot number one (1) shall not be divided into more than fourteen (14) lots. All such lots shall be known and described as residential lots and shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed one and one-half stories in height. No building or structure within sixty (60) feet of Westview Drive shall be erected, altered, placed or permitted to exceed one story in height.

25. No building shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed

on any lot or portion of a lot having an area of less than 800 square feet.

26. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing location of the structure with respect to said lot, have been approved by the Architectural Review Committee as to the type and quality of workmanship and materials, harmony of external design with existing structures and as to locations with respect to topography and finished grade elevation. Elevations and building locations must be shown on the plot plan by a certified engineer.

No fences or walls (except for retaining walls) shall be erected on any lot unless approved by the Architectural Review Committee.

27. No dwelling shall be permitted on any lot unless its fair market value at the time of its first use as a residential dwelling is greater than \$120,000 based upon the values prevailing on the date these amended covenants are recorded, it being the intention and the purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1400 square feet.

28. No building shall be located on any lot nearer to the front lot line than 30 feet or nearer than 8 feet on one side and 8 feet on the other side of any one lot with respect to side yard lines. No building shall be located nearer than 20 feet to the street property lines of said streets. No building shall be located nearer than 1 foot from the interior lot line which shall include garages and other necessary buildings.

For purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building.

Provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon another lot;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the above entitled action, and each cause of action thereof, is dismissed with prejudice, and, except as provided in the incorporated Stipulation of Settlement, the parties shall bear their own costs.

DATED this 17<sup>th</sup> day of July, 1981.

BY THE COURT:

Jay E. Banks  
JAY E. BANKS, JUDGE

APPROVED AS TO FORM:

Stephen G. Stoker  
STEPHEN G. STOKER  
FOX, EDWARDS & GARDINER  
Attorneys for Plaintiffs

ATTEST  
W. STERLING EVANS  
CLERK

BY Pat Jones  
Deputy Clerk

STATE OF UTAH  
COUNTY OF SALT LAKE } 88  
I, THE UNDERSIGNED, CLERK OF THE DISTRICT  
COURT OF SALT LAKE COUNTY, UTAH, DO HEREBY  
CERTIFY THAT THE ANNEXED AND FOREGOING IS  
A TRUE AND FULL COPY OF AN ORIGINAL DOCU-  
MENT ON FILE IN MY OFFICE AS SUCH CLERK.  
WITNESS MY HAND AND SEAL OF SAID COURT  
THIS 17 DAY OF July 1981  
W. STERLING EVANS, CLERK  
BY Pat Jones DEPUTY