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MAIL TO - Earl Tanner
345 S. State

BOOK 1578 PAGE 551

Recorded JAN 16 1959 at 4:12 P.m.
Request of _____
Fee Paid, 1 Nellie M. Jack
Recorder, Salt Lake County, Utah
\$ 7.00 By R. Aronson Deputy
Book _____ Page _____ Ref. _____

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misc index # 4

3 Declaration of Protective Covenants, Agreements, Restrictions & Conditions

4 TO WHOM IT MAY CONCERN:

5 The undersigned, R. ARVON HARRISON, NED H. JOHANSEN, ALICE
6 JOHANSEN, FLAT TOP MINING COMPANY, a corporation, MARY LOU
7 TANNER, and SECURITY TITLE COMPANY, a corporation, being the owners
8 of the lands hereinafter described as SLEEPY HOLLOW SUBDIVISION, Salt
9 Lake County, Utah, which is protected by its surroundings and nature from
10 undesirable encroachments, desire to develop a residential area of distinctive
and individual character and to provide means by which said character may
be safeguarded and protected, do make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows, to-wit:

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

14 SLEEPY HOLLOW SUBDIVISION,
15 a subdivision located in the Southwest quarter of Section 2
and the Northwest quarter of Section 11, Township 2 South,
Range 1 East, Salt Lake Base and Meridian.

16 WHEREAS, the undersigned are about to sell the property as des-
17 cribed heretofore, which they desire to be subject, pursuant to a general
18 plan of improvement, to certain restrictions, conditions, covenants and agree-
ments between them and the several purchasers of said property and between
19 the several purchasers of said property themselves as hereinafter set forth.

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

24 1. Mutual and Reciprocal Benefits, Etc.: All of said restrictions,
25 conditions, covenants and agreements shall be made for the direct and mutual
26 and reciprocal benefit of each and every lot created on above described prop-
erty and shall be intended to create mutual and equitable servitudes upon
27 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
28 of all the lots so created and to create a privity of contract and estate be-
tween the grantees of said lots, their heirs, successors and assigns, and
29 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.

30 2. Terms of Restrictions: Each and all of said restrictions, con-
31 ditions, covenants and agreements shall continue in full force and effect and
be binding until the 15th day of August, 1983, upon which date same shall be
32 automatically continued for successive periods of ten years each, unless it

1 is agreed by the vote of the then record owners of a majority of the prop-
2 erty to terminate and do away with the same; provided, however, that at
3 any time after August 15, 1983, these restrictions, conditions, covenants
4 and agreements may be altered or modified by the vote of the then record
5 owners of a majority of the property.

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

8 4. Signs: No signs shall be displayed on any of said lots except as
9 follows: The name and professions of any professional man may be dis-
10 played on any dwelling house upon a sign not exceeding 200 sq. inches in
11 size. The sign shall not be illuminated. There may also be displayed a
12 sign not exceeding 18 inches by 24 inches advertising the fact that said par-
13 cel or dwelling house is for sale or to let or to lease.

14 5. Private Residence; moving of structures: Said premises shall
15 be used for private residence purposes only, except as hereinafter set forth;
16 and no structure of any kind shall be moved from any other place upon said
17 premises, without the written consent and approval of the Architectural Super-
18 vising Committee hereinafter designated.

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

22 7. Rubbish Control: No rubbish shall be stored or allowed to
23 accumulate thereon.

24 8. Easements: Such easements and rights of way shall be reserved
25 to the undersigned, their successors and assigns, in and over said real
26 property for the erection, construction and maintenance and operation there-
27 in or thereon of drainage pipes or conduits and pipes, conduits, poles,
28 wires and other means of conveying to and from lots in said tract, gas,
29 electricity, power, water, telephone and telegraph services, sewage and
30 other things for convenience to the owners of lots in said tract, as may be
31 shown on the recorded plats and over the rear 5 feet of each lot, and the
32 undersigned, their 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 recorded plats. No structure of any
kind shall be erected over any of such easements, except upon written per-
mission of the Architectural Supervising Committee.

 9. Set Backs: No dwelling house or other structure shall be con-
structed 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, 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 street, shall be
deemed to be the minimum distance between said building, or other struc-
ture, and the nearest line of said street.

 10. Resubdivision of sites: None of said lots may be resubdivided
except that the undersigned, their successors and assigns, may divide any

1 of said lots so as to increase the size of adjoining lots; or where one or
2 more of said lots is, in the opinion of the Architectural Supervising Com-
3 mittee, of such size and character that it may be divided into two or more
4 lots which will each be similiar to other lots in said tract, and adequate
5 in size and character to permit development similiar to that on said other
6 lots, then such lot or lots may be divided by the undersigned, their suc-
7 cessors and assigns, or permission may be granted by the Architectural
8 Supervising Committee to the owner of such lot or lots.

6 11. Fences, Walls and Trees: No fence, wall or hedge over 4 feet
7 in height shall be erected or grown at any place on said premises; provided,
8 however, that the restruictions set forth in this paragraph may be waived or
9 modified as to any parcel by the Architectural Supervising Committee here-
10 inafter referred to. Said Architectural Supervising Committee shall also
11 supervise the planning and growth of trees on lots in said tract, in order to
12 prevent one lot owner from planting trees, or allowing the trees to grow,
13 so that the view from other lots may be obstructed or impaired; the grantee
14 agrees to abide by any order of said committee directing him not to plant
15 any trees or to cut down or cut back or remove any trees which may have
16 been planted. The agreement contained in the last preceding sentence shall
17 be construed as a covenant running with the land and not as a condition
18 which might cause the grantee's title to be forfeited. The grantee further
19 agrees that the members of said committee may at any time institute or
20 prosecute and in the name of any member of said committee any suit or
21 suits which the committee may consider advisable in order to compel and
22 obtain a decree for specific performance by the grantee of his agreement to
23 remove, cut down or cut back any tree which the committee has ordered
24 removed, cut down or cut back. Should any such suit be instituted, the
25 grantee agrees to pay reasonable attorney's fees for the plaintiff's attorneys
26 as may be fixed by the court.

19 12. Manner of Voting: In voting, pursuant to the provisions of
20 paragraphs 2 or 12 hereof, each lot owner on record shall be entitled to
21 one vote for each square foot of area owned by him, and the action result-
22 ing from such vote is to be evidenced by a written instrument signed and
23 acknowledged by such lot owners and recorded in the County Recorder's
24 Office of the County of Salt Lake, State of Utah.

23 13. An Architectural Supervising Committee consisting of three mem-
24 bers has been created by the undersigned, and the undersigned may fill va-
25 cancies in the committee and remove members thereof at their pleasure;
26 provided, however, that when ninety per cent of the lots in said tract have
27 been sold, (either deeded or sold under contract of sale) thereafter, upon
28 written designation by eighty five per cent of those who are owners (either
29 under contract of purchase or in fee) of lots in said tract, of some person
30 or persons whom such owners desire to have made a member or members
31 of said committee, the undersigned will appoint such person or persons on
32 The Committee, and, if necessary, will remove from said Committee exist-
ing 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 undersigned so desire.
The functions of said committee shall be, in addition to the functions else-
where 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

1 undersigned, and of the committee, for the improvement and development of
2 the whole tract. Nothing in this paragraph shall be construed as authorizing
3 or empowering the committee to change or waive any restrictions set forth
4 in this Declaration except as herein specifically provided. The committee
5 may 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.

8 14. Improvements

9 (a) Type of Structures: No building other than one single
10 family dwelling house an appropriate outhouses shall be erected on any of
11 said lots, nor shall any house constructed on any of said lots be used for
12 any purpose other than a dwelling house or appurtenant outhouses, except
13 the Architectural Supervising Committee can allow to be located in the area,
14 churches, schools and two family residences.

15 (b) Before the Architectural Supervising Committee may approve
16 any plans for construction work of any kind on the premises the lot owner
17 or purchaser must submit to said Architectural Supervising Committee an
18 accurate survey showing one foot contour intervals and in addition thereto
19 the four corner points of the lot involved must be located at site by a
20 licensed surveyor. No construction of any kind or nature on any of the lots
21 shall be commenced until curb grade has been established.

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

(d) Landscaping: No landscaping shall be begun on said prop-
erty nor any planting of trees take place, until the plans and specifications
therefor have been first approved in writing by the Architectural Supervising
Committee.

(e) Diligence in Building: 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 sum-
marily 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 vio-
lated, in whole or in part, is hereby declared to be and constitute a

1 nuisance and every remedy allowed by law against a nuisance, either public
2 or private, shall be applicable against such result. Such remedy shall be
3 deemed cumulative and not exclusive.

4 16. Minimum Building Costs: The undersigned reserve the right
5 for themselves, their successors and assigns, to set a minimum figure for
6 the costs or square foot floor area of any dwelling house to be erected on
7 any of said lots. This cost or square foot floor area restriction reserved
8 herein shall be exercised by the Architectural Supervising Committee.

9 17. Acceptance of Restrictions: All purchasers of property des-
10 cribed above shall, by acceptance of contracts or deeds for any lot or lots
11 shown thereon, or any portion thereof, thereby be conclusively deemed to
12 have consented and agreed to all restrictions, conditions, covenants, and
13 agreements set forth herein.

14 18. Invalidity: It is expressly agreed that in the event any covenant
15 or condition or restriction hereinbefore contained, or any portion thereof,
16 is held invalid or void, such invalidity or voidness shall in no way affect
17 any valid covenant, condition or restriction.

18 19. Heating: All dwellings shall have central heating plant and all
19 fuel burned in central plant shall be smokeless.

20 20. Marginal Notes: The marginal notes and phrases as to the con-
21 tents of particular paragraphs are inserted only as a matter of convenience
22 and for reference and in no way are or are they intended to be part of this
23 Declaration or in any way to define, limit or describe the scope or intent
24 of the particular paragraph to which they refer.

R. Arvon Harrison

R. ARVON HARRISON

Ned H. Johansen

NED H. JOHANSEN

Alice Johansen

ALICE JOHANSEN

FLAT TOP MINING COMPANY

25 Attest:

26 *Carroll D. Tanner*
27
28 Secretary-Treasurer

By *M. Lou Tanner*
President

Mary Lou Tanner

MARY LOU TANNER

SECURITY TITLE COMPANY

31 Attest:

32 *J. R. Wright*
Secretary

By *M. E. Egerton*
President

1 STATE OF UTAH)
2 : ss.
3 County of Salt Lake)

4 On the 31st day of December, 1958, personally appeared before
5 me R. ARVON HARRISON, NED H. JOHANSEN, ALICE JOHANSEN, and
6 MARY LOU TANNER, who being by me duly sworn did say, each for
7 himself, that he executed the foregoing Declaration of Protective Covenants,
8 Agreements, Restrictions and Conditions.

N. Gayle Nielson
Notary Public, Residing at
Salt Lake City, Utah

9 My Commission expires:

4-21-59

10 STATE OF UTAH)
11 : ss.
12 County of Salt Lake)

13 On the 31st day of December, 1958, personally appeared before
14 me V. ROSS EKINS, JR., and EARL D. TANNER, who being by me duly
15 sworn did say, each for himself, that he, the said V. Ross Ekins, Jr. is
16 the president, and he, the said Earl D. Tanner is the secretary-treasurer
17 of Flat Top Mining Company, and that the within and foregoing document
18 was signed in behalf of said corporation by authority of a resolution of its
19 board of directors and said V. Ross Ekins, Jr. and Earl D. Tanner each
20 duly acknowledged to me that said corporation executed the same and that
21 the seal affixed is the seal of said corporation.

N. Gayle Nielson
Notary Public, Residing at
Salt Lake City, Utah

22 My Commission expires:

4-21-59

23 STATE OF UTAH)
24 : ss.
25 County of Salt Lake)

26 On the 31st day of December, 1958, personally appeared before me
27 M. D. Eggertsen and L. R. Wright, who being
28 by me duly sworn did say, each for himself, that he, the said M. D.
29 Eggertsen is the president, and she, the said L. R. Wright
30 is the secretary-treasurer of Security Title Company,
31 and that the within and foregoing document was signed in behalf of said cor-
32 poration by authority of a resolution of its board of directors and said
33 M. D. Eggertsen and L. R. Wright duly acknowledged
34 to me that said corporation executed the same and that the seal affixed is
35 the seal of said corporation.

N. Gayle Nielson
Notary Public, Residing at
Salt Lake City, Utah

36 My Commission expires:

4/21/59