

2425441

RESTRICTIONS
RONDELLE SUBDIVISION #2
SALT LAKE COUNTY
DATED November 22, 1971
RECORDED

Recorded DEC 8 1971 at 1:41 P
Request of Imperial Realty
JERADEAN MARTIN
Recorder Salt Lake County, Utah
\$6.00 By EARL R. [Signature]
Book _____ Page _____ Ref _____

Declaration of Protective Covenants, agreements, restrictions and conditions affecting the real property known as Rondelle Subdivision #2, Plat J.J., executed by Van Valkenburg Corporation, a Utah Corporation.

1. MUTUAL AND RECIPROCAL BENEFITS. All of the following restrictions, conditions, covenants and agreements shall be made for the direct 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 foresaid 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 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 1st day of January, 1995, upon which date the 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 the same.

3. PETS AND ANIMALS. No animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots, provided they are not kept, had or maintained for any commercial purposes.

4. SIGNS. Except for subdivision development signs, 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. The sign shall not be illuminated. There may also be displayed a sign not exceeding 24 inches by 24 inches and advertising the fact that said parcel or said dwelling is for sale or for lease.

5. PRIVATE RESIDENCE--MOVING OF STRUCTURES. Said premises shall be used for private residence purposes only, and no structure of any kind shall be moved from any other place upon said premises unless it be of new structure of compatible exterior design and materials with the then existing structures in the subdivision, 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.

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

PAGE 2
INSTRUMENT NO.

7. RUBBISH CONTROL. No rubbish shall be stored or allowed to accumulate on the premises of any lot in said subdivision.

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, maintenance and operation therein or thereon of drainage, conduits and pipes, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone, telegraph services, sewage and other things for convenience to the owners of lots in said tract, as may be shown on the recorded plat. No structure of any kind shall be erected to encroach upon any of such easements.

9. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

10. RESUBDIVISION OF SITES. None of said lots may be resubdivided unless approved in writing by the undersigned, its successors or assigns.

11. MANNER OF VOTING. In voting, pursuant to the provisions of Paragraphs 2 or 11 hereof, each lot owner of record shall be entitled to one vote for each lot 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. If any parcel of land is held in joint ownership, all the joint owners of such parcel must join in the vote.

12. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed of Wayne Van Valkenburg, Charles L. Van Valkenburg and Seymour Godfrey.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor.

BOOK 3023 PAGE 238

PAGE 3
INSTRUMENT NO.

Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

13. IMPROVEMENTS.

(a) TYPE OF STRUCTURES. No building other than one single family dwelling house, and any appropriate out-building 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.

(b) SUBMISSION OF PLOT PLANS. 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 of nature on any of the lots shall be commenced until either a 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 its 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. Landscaping, so as to control dust and weeds, shall be completed within two years after the residence is completed. All weeds and dust shall be controlled at all times so as not to become a nuisance to neighbors.

(e) PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

PAGE 4
INSTRUMENT NO.

14. NUISANCES. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

15. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$18,000.00, based upon cost levels prevailing on the dates these covenants are recorded, unless such lesser cost is specifically approved by the committee, it being the intention and purpose of the covenant 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 1200 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story unless a lesser square footage is specifically approved by the committee.

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

17. VIOLATION OF RESTRICTIONS - PENALTIES. Except as provided in Paragraph 13 (e), 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 as to which said violation or breach exists and to summarily abate and remove at the expenses of the owners, any erection, thing or condition that may be or exist thereon contract 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. Enforcement may be by any proceeding at law or equity against any person or persons violating or attempting to violate any owner of property within the subdivision shall have a right to bring an action against any violator of any of the restrictions herein contained.

18. ACCEPTANCE OF RESTRICTIONS. All purchasers of property described above shall, be acceptance of contracts or deeds for any lot or lots shown hereon, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

19. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

BOOK 3023 PAGE 240

PAGE 5
INSTRUMENT NO.

The officers who sign this Declaration of Protective Covenants, agreements, restrictions and conditions affecting the real property known as Rondelle Subdivision No. 2, Plat JJ, executed by Van Valkenburt Corporation, a Utah Corporation, hereby certify that the declaration was duly authorized under a resolution duly adopted by the board of directors of Van Valkenburg Corporation at a lawful meeting duly held and attended by a quorum.

DATED: November 22, 1971

ATTEST:

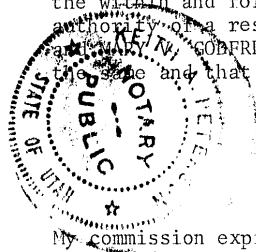
VAN VALKENBURG CORPORATION

Mary V. Godfrey
Mary V. Godfrey - Secretary

BY: Seymour J. Godfrey
Seymour J. Godfrey - President

STATE OF UTAH)
County of Salt Lake) ^{ss}

On the 22nd day of November, A.D. 1971 personally appeared before me SEYMOUR J. GODFREY and MARY V. GODFREY, who being duly sworn did say, each for themselves, that he, the said SEYMOUR J. GODFREY is the president, and she, the said MARY V. GODFREY is the secretary of VAN VALKENBURG CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said SEYMOUR J. GODFREY and MARY V. GODFREY each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Keith A. Peterson
Keith A. Peterson Notary Public
Residing in Salt Lake City, Utah