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Recorded OCT 10 1974 151 p
Request of Stringham, Talatt & Jensen
JERADNA M. R. FILL, Recorder
Salt Lake County, Utah
\$ 13.50 By [Signature] Dep'ty
REF. See No. 2418346 87103

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS and CONDITIONS AFFECTING
A PORTION OF THE REAL PROPERTY KNOWN AS

VILLAGE 2 PLANNED UNIT DEVELOPMENT (PART A)
SALT LAKE COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Research Homes of Utah, Inc., A Utah Corporation
(herein referred to as the "DECLARANT"), is the owner of the
following described property (herein referred to as the "SUBJECT
PROPERTY"), located in Salt Lake County, State of Utah, to-wit:

BEGINNING at a point which is East 900.84
feet and South 56.46 feet from the North 1/4
corner of Section 4 T.2S., R.1W., S. L. B. & M.
and running thence; South 77°36'10" East
312.06 feet, thence South 89°50'08" East 451.48
feet; thence South 03°12'39" West 365.98 feet;
thence South 06°00'06" West 501.00 feet; thence
North 81°00'00" West 200.00 feet; thence South
09°00'00" West 117.00 feet; thence North 81°00'00"
West 549.24 feet; thence North 03°18'00" East
88.87 feet; thence North 04°10'00" West 77.95
feet; thence South 89°50'08" East 30.15 feet;
thence along a 677.18 foot radius curve to the
right 24.93 feet; thence North 00°00'47" East
505.48 feet; thence along a 115.00 foot radius
curve to the right 98.32 feet; thence North
41°00'02" West 30.00 feet; thence North 00°09'52"
East 149.59 feet; to the point of beginning.

ALSO:

Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Village
II, Phase 1 Subdivision,

a part of the N.W. 1/4 of the N.E. 1/4 of
Section 4, T. 25, R.1W. Salt Lake Base and
Meridian and more fully described on that
certain plat recorded October 29, 1971, as
Entry No. 2418346 in Book KK of Plats at
page 23.

WHEREAS, the Declarant desires to develop a residential
area of distinctive and individual character, to enhance and
protect the value, desirability and attractiveness of the subject
property, and to provide a means by which such character, value,
desirability and attractiveness may be safeguarded and protected,

NOW, THEREFORE, said Declarant hereby declares that
all of the property described above is held and shall be held,

conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved as separate parcels of land subject to the following covenants, agreements, restrictions and conditions, (herein sometimes referred to as "COVENANTS"):

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USED AND BUILDING TYPE: No portion of the subject property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any portion of the subject property, other than a single-family living unit not to exceed two stories in height, such as a condominium unit, townhouse unit, or a detached, single-family dwelling, together with a private garage for not more than two (2) automobiles. "Family" is defined to mean persons related by blood or marriage or by legal adoption.

2. ARCHITECTURAL CONTROL: No building, landscaping, grading, fence, wall, swimming pool or other structure, shall be commenced, erected, placed or altered on the subject property nor shall any re-roofing or exterior re-painting be done, without the prior written approval of the architectural control committee and without full compliance with the provisions of Section 6, Article II of these covenants. All buildings, changes, alterations and additions on the subject property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the subject property.

3. BUILDING SIZE AND LOCATION. No building shall be permitted on the subject property having a ground floor area in the main structure, exclusive of open porches, carports, or garages, of less than 600 square feet for a single story building, or 380 square feet for a two story building. In addition, no building or carport shall be located on any portion of the subject property nearer to any property line, nor nearer to any street, other than as provided in applicable Salt Lake County zoning ordinances and regulations.

4. EASEMENTS: Easements for installation and maintenance of utilities and draining facilities, and all other easements are reserved as shown on the recorded plat.

5, NUISANCES: No noxious or offensive activity shall be carried on upon the subject property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any owner of a portion of the subject property.

6. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently, nor shall such structures be permitted on the subject property at any time. No old or secondhand structures shall be moved onto any of the subject property, it being the intention hereof that all dwellings and other buildings to be erected on the subject property shall be new construction, architecturally compatible and of good quality workmanship and materials.

7. LIGHTS, POLES, and EXTERIOR FIXTURES: No yard lights, mail boxes, window shades, awnings, planters, window guards, antennas, light fixtures, fans, air conditioning devises, or other similar items, shall be installed outside the interior of any building on the subject property without the prior written consent of the architectural control committee; nor may any lighting device be installed or maintained on the subject property which causes an intensity or glare offensive to, or interfering with, any owners or residents of a portion of the subject property.

8. SIGNS: No billboard of any character shall be erected, posted, painted or displayed upon or about the subject property. No sign, except "For Sale" or "For Lease" signs of customary and reasonable dimensions and design, shall be erected or displayed upon or about the subject property unless

and until the form, dimensions and design of said sign has been submitted to and approved by the architectural control committee. The architectural control committee shall have authority to remove "For Sale" and "For Lease" signs determined by it to be contrary to customary and reasonable dimensions and/or design.

9. BUSINESS OR COMMERCIAL ACTIVITIES: No commercial or business activities of any nature shall be engaged in or conducted on the subject property.

10. ANIMALS, LIVESTOCK and POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the subject property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided they do not become an annoyance or nuisance, for any reason, to any owner or resident of a portion of the subject property. Such animals as are permitted shall be strictly controlled and kept pursuant to Salt Lake County ordinances and regulations.

11. SANITATION AND HEALTH: No portion of the subject property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon the subject property except that trash may be burned inside homes that are properly equipped with inside incinerator units. Each portion of the subject property shall be kept free of trash, and refuse by the owner of such portion of the subject property. No person shall allow any unsightly, unsafe or dangerous conditions to exist on the subject property.

12. WATER SUPPLY: No individual water-supply system shall be used or permitted to be used on the subject property

unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Utah State Health Department. Approval of such system as installed shall be obtained from such authority.

13. SIGHT DISTANCE AT INTERSECTIONS AND CORNERS:

No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any portion of the subject property, at street corners or curves within the triangular area formed by the front and side lines of such portion of the subject property. Sightline limitations shall apply on any portion of the subject property within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections or to obstruct such sightlines.

14. PARKING OF RECREATIONAL VEHICLES: No recreational vehicles, including but not limited to buses, tractors, trailers, camping vehicles, boats, boat trailers, and mobile homes may be parked within the subject property except in areas designated by the management committee; provided, that during daylight hours such vehicles may be parked near residential buildings on the subject property for the purpose of servicing and repairing, cleaning, loading or unloading. Notwithstanding any other provision herein, no vehicle of any kind shall be parked in a manner to interfere with orderly traffic within the subject property.

15. LANDSCAPING: Within twelve (12) months of occupancy of any residence on the subject property, the owner of such residence must have substantially completed the landscaping of his portion of the subject property. Such landscaping shall include, but not be limited to the preparation

for and planting of lawn, grass or other appropriate ground cover, appropriate shrubbery and the planting of at least one (1) tree in the front yard, and all landscaping is subject to prior approval by the architectural control committee.

Upon approval and/or completion of the landscaping plan pursuant to this section, no healthy tree shall be removed, nor other major landscaping change be made without approval of the architectural control committee. However, notwithstanding this section, all diseased trees and bushes must be removed by the owner within a reasonable time after the diseased condition is discovered.

16. FENCES:

(a) Materials: Fences or walls shall be of wood, brick or slump block. No fences or walls of chain link, wire mesh or unpainted concrete block shall be allowed, without the prior written consent of the architectural control committee.

(b) Height: Fences, walls or hedges shall not extend beyond the front yard set back at any point except that a fence, wall or hedge not exceeding three feet six inches may enclose no more than one-half the area beyond the front yard set back.

17. PARTY WALLS:

(a) General Rules of Law to Apply: Each wall which is built as a part of the original construction of any residence upon the subject property and placed on the dividing line between lots on the subject property shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Cost of Repair and Maintenance: The cost of reasonable repair and maintenance of the party wall shall

be shared by the owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for the negligent and willful acts or omissions.

(d) Weatherproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor-in-title.

18. EXCAVATING: No excavation for stone, gravel or earth shall be made on the subject property unless such excavation is made in connection with the erection of a building, structure, landscaping or other improvement thereon.

ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

1. MUTUAL AND RECIPROCAL BENEFITS. All of these covenants, agreements, restrictions and conditions shall be made for the direct and mutual and reciprocal benefit of each and every portion of the subject property and shall be intended to create a mutual and equitable servitude upon each portion of the subject property in favor of every other portion of the subject property and to create reciprocal rights and obligations

between the respective owners of all portions of the subject property and to create a privity of contract and estate between the grantees of the subject property, their heirs, successors and assigns and shall, as to the owners of each portion of the subject property, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other portions of the subject property.

2. DURATION OF RESTRICTIONS: 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 twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

3. ACCEPTANCE OF RESTRICTIONS: The acceptance of any deed, contract or conveyance thereof by a purchaser or grantee of any portion of the subject property, and their heirs, executors, administrators, successors and assigns, shall conclusively constitute their covenant, consent and agreement with the Declarant and with all other owners of a portion of the subject property to accept and hold the portion of the subject property described in such deed, contract or conveyance subject to these protective covenants, agreements, restrictions and conditions.

4. ENFORCEMENT: The owner or owners of any portion of the subject property, and/or the architectural control committee, shall be entitled to prosecute any proceeding, at law or equity against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain,

enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the architectural control committee, the Declarant or any property owners, or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

5. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants, restrictions and agreements contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and the owners of the subject property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

6. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee which is vested with the powers described herein shall initially consist of three (3) persons appointed by the Declarant. Prior to the commencement of any excavations, construction, remodeling or alteration to any structure, theretofore completed, there shall first be filed with the architectural control committee one (1) complete set of plans and specifications for such excavation, construction, remodeling or alteration, together with a block or plot plan indicating the exact part of the subject property the improvement will cover, and said work shall not commence unless the architectural control committee

shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The committee shall have the right to refuse to approve any such plans and specifications which, in the committee's discretion, are not desirable, and in so passing upon them the committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling or alteration and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof on the outlook from the adjacent or neighboring property. The committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval shall not be required.

No member of the architectural control committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions.

At any time, the then record owners of a majority of the subject property shall have the power to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

In the event of the death or resignation or the refusal or inability to act of any member of such committee the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee to fill any such vacancy with like authority.

The architectural control committee shall have the power and authority to take such action as it deems necessary to keep any portion of the subject property and exterior of

any structure maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the committee may notify any owner of a portion of the subject property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event the architectural control committee shall cause the necessary corrections to be made and compliance hereunder to be effected, and the cost and expenses thereof shall constitute a lien against such real property affected and shall also be the personal obligation of the owner of said property. The architectural control committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved. Nothing herein shall be construed as authorizing or empowering the architectural control committee to change or waive any restrictions set forth in these covenants, agreements, restrictions and conditions except as specifically provided herein.

7. ASSIGNMENT AND RESERVATION OF POWERS: Any and all rights and powers of the Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors in interest of the Declarant; and the Declarant hereby reserves the right to deal freely with these protective covenants, to vary, modify, amend, add to, or omit them altogether, without permission or acquiescence of the owners of any portion of the subject property, until fifty percent (50%) of the area of the subject property has been sold by the Declarant.

8. CONSENTS: The Declarant has obtained the acknowledgement and consent to these protective covenants of all third-party living unit owners, and all parties possessing liens affecting any portion of the subject property; and all such

consents are attached hereto and by this reference are made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 9th day of October, 1974.

RESEARCH HOMES OF UTAH, INC.
A Utah Corporation

BY: *Carl C. Pelland*

ITS: *Senior Vice - President*

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 9th day of October, 1974, personally appeared before me *Carl C. Pelland*, who being by me first duly sworn did depose and say: That he is the *Senior Vice - President* of Research Homes of Utah, Inc., A Utah Corporation, that he has read and knows the contents of the above and foregoing instrument, and that the same was executed by him on behalf of said Corporation by authority of a Resolution of its Board of Directors.

Sandra M. Stiff
NOTARY PUBLIC
Residing In Salt Lake City, Utah

