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Request of ENVIROWEST

KATIE L. DIXON, Recorder
Salt Lake County, Utah

\$ 1600 By C. Wayne Naberry Deputy
C. Wayne Naberry

REF. _____

450 So. 9th E.
84102

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FINLANDIA SUBDIVISION

THIS DECLARATION is made and executed this 14th day of February, 1977, by Finlandia Limited Partnership, hereinafter referred to as "Developer".

RECITALS

1. Developer is the record owner of that certain tract of property more particularly described in Article II of this Declaration. Developer desires to create on said property a residential subdivision.

2. Developer deems it desirable for the preservation of lot values and for the benefit of all the residents of the subdivision to establish certain architectural controls.

NOW THEREFORE, for the foregoing purposes Developer declares that the property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth.

I. DEFINITIONS

When used in this Declaration, including that portion hereof entitled Recitals, the following terms shall have the meaning indicated:

1. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

2. "Plat" shall mean and refer to the subdivision plat of Finlandia, a residential development as recorded in the County Recorder's Office of Salt Lake County, State of Utah.

3. "Lot" shall mean and refer to any of the separately numbered and individually described parcels of land shown on the plat.

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4. "Owner" shall mean and refer to the person who is the owner of record in the office of the County Recorder of Salt Lake County, State of Utah, of a fee or an undivided fee interest in any lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or other or like instrument, the term "Owner" shall not mean or include a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

II. PROPERTY DESCRIPTIONS

The property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following described real property situated in Salt Lake County, State of Utah;

All of Finlandia Subdivision, as recorded in the official plat thereof, in the office of Salt Lake County Recorder, State of Utah, except Lots 13, 14, 18, 19, 20, 28, 29, 30, 32, 33, 34

III. FORM OF CONVEYANCING

Any deed, lease, mortgage, deed of trust or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ contained within Finlandia, a residential subdivision, as the same is identified in the plat recorded in Book _____ at Page _____ and in the Declaration of Covenants, Conditions and Restrictions of the Finlandia Subdivision recorded in Book _____ at Page _____, Salt Lake County Recorder, State of Utah.

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a lot.

IV. GENERAL RESTRICTIVE COVENANTS

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In addition to the restrictions, conditions and covenants imposed upon the lot owner by this document, lot owners use of the property described herein shall conform to the zoning requirements for said lot imposed by Salt Lake County.

V. MISCELLANEOUS PROVISIONS

1. Covenants To Run With The Land. This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes as the case may be and shall be binding upon and shall inure to the benefit of the Developer, all parties who hereafter acquire any interest in a lot and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. By acquiring any interest in a lot the party acquiring such interest consents to and agrees to be bound by each and every provision of this Declaration.

2. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the Office of the County Recorder of Salt Lake County, State of Utah.

VI. ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Developer shall appoint a three member committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The committee need not be composed of Owners.

2. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it the Committee shall use its best judgment to insure that all improvements, construction landscaping and laterations on lots within the property conform to and harmonize with existing surroundings and structures.

3. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than one detached single family dwelling not to exceed two stories in height and

a private garage for not more than three (3) cars. Carports are prohibited. "Family" is defined to mean persons related by blood, or marriage, by legal adoption, or by operation of law.

4. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

5. Construction. Once begun, any improvements, construction landscaping, or alterations approved by the Committee shall be diligently pursued to completion.

6. Exception for Developer. The foregoing provisions of Article VI shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Developer on any lot and which occurs at any time during the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, State of Utah.

7. Developer's Obligation. With regard to development, the Developer hereby covenants in favor of each Owner that all living units erected by it and all improvements accomplished by it shall be architecturally compatible with respect to one another.

VII. BUILDING RESTRICTIONS

1. Building Location. The following minimum yard requirements shall apply to all living units:

A. Front Yard. No building shall be located on any lot in Finlandia nearer than thirty (30) feet to the property lot line.

B. Side Yard. Each lot in Finlandia shall have a side yard on each side of at least twenty (20) feet if attached garage is used. If a detached garage is used a fifteen (15) foot side yard is required.

C. Side Yard - Accessory Building. An accessory

building may be located on a side property line if, and only if, all of the following conditions are met:

i. The accessory building is located more than ten (10) feet to the rear of any main building on the same lot or the lot adjacent to the property line on which said building is being placed.

ii. It has no openings on the side which is contiguous to the property line and is of one hour fire resistant construction on said side.

iii. It has facilities for the discharge of all roof drainage onto the subject lot or parcel of land.

An accessory building which is more than ten (10) feet to the rear of a main building, but which does not conform to the above conditions, shall have a side yard of at least five (5) feet. All other accessory buildings shall maintain the same side yard as a main building.

D. Rear Yard. Each lot or parcel of land shall have a rear yard of not less than thirty (30) feet. However, with a detached garage, fifteen (15) feet is allowed.

E. Rear Yard - Accessory Buildings. An accessory building may be located on the rear property line when said building:

i. Has no opening on the side which is contiguous to the property line and is of one hour fire resistant construction on said side.

ii. Provides facilities to retain all roof drainage on the property on which it is located.

An accessory building which does not meet the above requirements shall be located not less than one (1) foot from the rear property line, provided said structure is fire proof, i.e., metal, concrete, brick or like material.

F. Projections Into Yard. The following structures may be erected on, or project into, any required yard:

i. Fences and walls in conformance with Section K(i) of this document.

ii. Landscape elements, including trees, shrubs, agricultural crops and other plants.

iii. Necessary appurtenances for utility services.

The structures listed below may project into a minimum front or rear yard not more than four (4) feet and into a minimum side yard not more than two (2) feet:

i. Cornices, eaves, belt courses, sills, buttresses, or other similar architectural features.

ii. Fireplace structures and bays, provided they are not wider than eight (8) feet and are generally parallel to the wall of which they are a part.

iii. Stairways, balconies, door stoops, fire escapes, awnings and planter boxes or masonry planters not exceeding twenty-four (24) inches in height.

G. Building Height. No lot or parcel of land in the development shall have a building or structure used for dwelling or public assembly which exceeds a height of two (2) stories. Chimneys, flagpoles, church towers and similar structures not used for human occupancy are excluded in determining height.

H. Distance Between Buildings. The distance between any accessory buildings and structures shall not cover more than forty (40) percent of the area of the lot or parcel of land.

I. Permissible Lot Coverage. All buildings, including accessory buildings and structures, shall not cover more than forty (40) percent of the area of the lot or parcel of land.

J. Dwelling Construction. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are established

i. Dwelling styles, design, alterations or additions will conform to standards determined by the Architectural Control Committee.

ii. Exterior construction materials will be limited to stone veneer, brick or brick veneer, rough sawn or resawn wood siding or stucco masonite when used with at least thirty (30) percent brick and shall be in earth tones indigenous to the area. Specifications regarding the color, texture, finish and quality for the above will be posted and made available by Finlandia Architectural Control Committee.

iii. Roof design shall be limited to a minimum of a 4/12 pitch and a maximum of 12/12 pitch. All roofs shall be of shake or bar tile construction, provided that asphalt shingles shall be permitted if they are at least 240 pound asphalt shingle construction unless the Architectural Control Committee specifically authorized otherwise in writing.

iv. Location of all storage or utility buildings, garbage and refuse containers, air conditioning equipment, clothes drying lines and utility pipes, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street.

v. Any light used to illuminate garages, patios, parking areas or for any other purpose shall be so arranged as to reflect light away from the vision of passing motorists.

vi. Each residence constructed on the property must include a garage large enough for at least two (2) cars, which garage shall be fully enclosed and must not exceed three (3) car capacity.

K. Fences.

i. Materials. Fences or walls shall be of wood or brick. No fence or walls of chain link, wire mesh, clump block or concrete block shall be allowed.

ii. Height. Fences, walls or hedges shall not exceed six feet and shall not extend beyond the front yard set back at any point.

iii. Dimensions. No wall, fence or opaque hedge or screening material higher than thirty-six (36) inches shall be maintained within a required front yard; except that a masonry privacy wall may be erected upon approval, provided that said wall does not extend more than eighteen (18) feet into the required front yard, does not exceed more than six (6) feet in height, and does not extend closer to a side property line than the forward extension of the line of the required side yard. In no case shall such a privacy wall extend into the clear vision area of a corner lot as defined by the Architectural Control Committee, nor shall it be a sight distance hazard to vehicular or pedestrian traffic.

L. Landscaping. The following landscaping provisions shall apply to Finlandia:

All open areas between the front lot line and the rear line of the main buildings, except driveways, parking areas, walkways, utility areas, improved decks, patios, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar landscaping materials. Within six (6) months of occupancy of any home the homeowner must have substantially completed the landscaping of his lot. Such landscaping shall include, but not be limited to the preparation for and planting of lawns, grass or other appropriate ground cover, appropriate shrubbery and trees. Should any homeowner fail to comply

with the provisions of this section, the Architectural Control Committee shall have power to obtain an order from a court of proper jurisdiction requiring specific performance or alternatively may complete the landscaping and require the homeowner to pay a reasonable amount for such completion. The amount owing shall constitute a lien on the homeowner's lot and home until such payment is made.

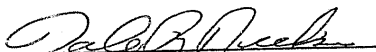
Upon approval and/or completion of the landscaping plan pursuant to this section, no healthy tree shall be removed, nor other major changes be made without approval of the Architectural Control Committee. However, notwithstanding this section, all diseased trees must be removed by the homeowner within a reasonable time after the diseased condition is discovered.


M. Drainage. There shall be no interference with the established drainage pattern over any property within Finlandia unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of the subject property, tract or lot, as the case may be, is completed or which is shown on any plans approved by the Architectural Committee.

EXECUTED the day and year first written above.

FINLANDIA LIMITED PARTNERSHIP, by
FINLANDIA, INC., its General Partner

Attest:



By  v.p.

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

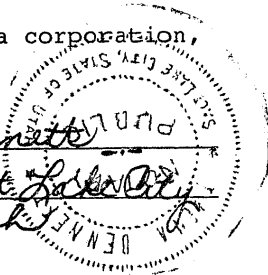
On this 14th day of February, 1977, personally

appeared before me Gregory D. Fuley and Dale R. Nielsen
 who being duly sworn, did say that Gregory D. Fuley is the
Vice President and Dale R. Nielsen is the Secretary
 of FINLANDIA, INC., a Utah Corporation which is the general
 partner of FINLANDIA LIMITED PARTNERSHIP, and that the foregoing
 Declaration of Covenants, Conditions and Restrictions of
 Finlandia Subdivision was signed on behalf of said FINLANDIA
 LIMITED PARTNERSHIP by authority of its partnership agreement
 and by and through its general partner FINLANDIA, INC. and
 further acknowledge that said general partner, a corporation,
 executed same.

My Commission Expires:

June 24, 1980

Jana Bennett
 Notary Public
 Residing at Salt Lake City
Utah



Commercial Security Bank which has a security interest
 in the real property described above hereby consents to the
 recording of the above Declaration of Covenants and Conditions.

COMMERCIAL SECURITY BANK

By Duane Shaw
 its

Attest:

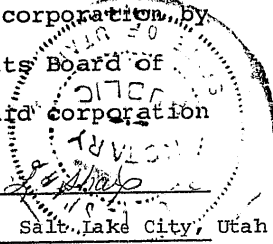
STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

On this 15 day of February, 1977, appeared
 personally before me DUANE SHAW and _____
 who being duly sworn did say that they are the Loan Officer
 and _____, respectively of Commercial Security Bank
 and the following was signed on behalf of said corporation by
 authority of its bylaws or by a resolution of its Board of
 Directors, and they further acknowledge that said corporation
 executed the same.

My Commission Expires:

4.28.80

Duane Shaw
 Notary Public
 Residing at Salt Lake City, Utah



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