

**Building Covenants and Parkway Restrictions
For Willow Falls Estates
January 22nd 2008**

ENT 8823;2008 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Jan 25 2:56 pm FEE 14.00 BY EO
RECORDED FOR NUTTALL, RONALD

We the undersigned acting as property owners and trustees, create these restrictive covenants for the purpose of establishing dwellings in an RA -1 zone with a P. R. D. overlay and an environment of a comfortable and lasting nature. .

It is proposed that the parcel of land located at the following description and here in after described as the residential district shall have protective covenants applying to all future development or construction after the above the above date.

Area Description:

Beginning at the Southeast Corner of Section 5, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89 degrees 47' 10" West along the Section Line 324.06 ft; thence North 8 degrees 13' 27" East 720.45 ft; thence East 294.93 ft; thence South 712.05 ft; thence North 89 degrees 49' 52" west 73.93 ft. to the point of beginning.

We as property owners and trustees do agree that the covenants here in described shall be applied to the "residential district" as restrictive building code. This code shall apply to all owners, purchasers, heirs, successors and assignees, that may purchase, own, receive or in any other way obtain ownership of this property. Before any new dwelling of afore mentioned property may be occupied all terms of these covenants must be met or owner will be considered in breach of contract.

Invalidation of any of these covenants by judgment or court shall in nowise affect any of the other provisions which shall remain in force and effect.

I. Floor Space:

All of the single family dwelling units within the residential district will be required to have a minimum of 1,200 square feet of floor space on the main floor, plus a full basement, if a rambler with 2,400 square feet total, or 2,400 square feet total on a multi-level home. Houses with one floor only, may be no less than 2,000 square feet total.

II. Exterior Walls:

The exterior walls of each unit shall be constructed with no less brick or stone than 50% and the balance in stucco.

III. Building Lot Size:

No family dwelling unit shall be placed on a lot within this residential district that is less than 14,000 square feet.

IV. Driveway and Double Car Garage:

All houses must include an attached double car garage of no less than 400 square feet each plus an 18 foot concrete driveway extending from minimum set back to curb, or a concrete slab of no less than 400 square feet connected to front of garage and a 10 feet wide lane of asphalt to side walk on homes set back more than 50' from street, and a garage door no smaller than 8' x 18'.

V. Fences:

No fences or barriers that exceed 24 inches at the tallest point shall be allowed between the front or side corners of any house, adjoining either a front or side road. Exception will be made if the fence is used to restrict farm livestock on border fences of lots with acreage of 1 or more acres or parkway fences. Backyard fences shall not exceed 72" in height. Fences running north and south between lots and parkway shall be 6 feet high chain link fences. Pasture or parkway fences running east and west and bordering lots 5, 6, 7, 8, and 1 shall be 6 feet high chain link fences with top rails to restrict children and livestock. Back or side yard fences running along Center Street for Willow Falls Lane shall be 6 feet high chain link with top rail for visibility and privacy, except for 30 feet on each side on Willow Falls Lane abutting Center Street which shall be 36 inches high with top rail.

VI. Curb, Gutter and Sidewalks:

All curbs adjoining or bordering the street shall be of the high back curb type, with adjoining 4 foot minimum grass way and a 4 foot sidewalk, except the lots on Willow Falls Lane or with back or side yards facing Center Street, which shall have 4 feet printed brick with no grass strip between sidewalk and curb, to match other side of road. Since Willow Falls Lane is to be a private road, it will be 26 feet wide abutting a square curb on each side and no sidewalk.

VII. Facing of Houses;

All houses on lots 1 through 4 shall have the entry way facing Center Street. All houses on lots 5 through 8 shall have the entry way facing Willow Falls Lane.

VIII. Mailboxes;

Mailboxes shall be placed in pairs on joining front corners of lots 1 and 2, 3 and 4. They shall be mounted in a pillar constructed of brick or stone and made to accommodate 2 regular mailboxes with two PVC tubes of 6" diameter to accommodate newspapers immediately below mailboxes. On lots 5 through 8 a 4-plex mailbox shall be placed on the north east corner of Willow Falls Lane just inside the fence next to the curb. The pillar on all mailboxes shall be approximately 30" wide, 21" deep and 5 feet high and should be located on the backside of the curb. On the 4-plex mailboxes, the base also needs to be constructed of brick or stone with 4, 6" tubes immediately below the mailboxes with a reinforced concrete cap.

IX. Road Maintenance;

All lots with frontage along Willow Falls Lane are responsible for all snow removal and road maintenance on the part that is attached to their lot.

If any person shall violate these covenants, whether that person is a property owner within the residential district or not, it shall be lawful for any other persons owning any real property situated in the residential district, to proceed within the limits of the law against the person or parties involved in the violation. Any single property owner has the right to enforce these building covenants through legal action, with attorney fees and costs to be assessed against defendant or covenant breaker by those taking action against such, but must give written notice and 30 days to comply before doing so.

Before building a home on any of these lots the owner shall submit their plans to the Architectural Committee for approval, as well as the city. Architectural Control Committee or board shall consist of the undersigned until such time that replacements are affected. Additions or replacements in the committee will be made when a member sells at least 5 acres of their property to a single buyer, by the buyer or when they die, by their heirs and have been approved by a 75% majority of members of the then standing committee. This committee shall not be entitled to any compensation for services performed pursuant to the covenants. Each member of the board shall become an agent for the property directly under their control and shall be required to present each new buyer with a copy of the building covenants before the signing of any agreement. After the property has been sold or ownership transferred, it will then become the responsibility of the new buyer to abide by the covenants herein described.

Changes or Exceptions

Changes or exceptions to these covenants will be made only by a consent and vote of the property owners. If for any reason or purpose any person or property owner sees the need to enact changes or exceptions to these covenants they will be required to obtain the consent of at least 75% of the property owners. This 75% consent may be manifest by means of a personal vote or a signed petition.

Signed	Date	Signed	Date
<i>Ronald Dean Nuttall</i>	<i>Jan 23 2008</i>	<i>Bergitta L. Nuttall</i>	<i>1-23-08</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

STATE OF UTAH }
COUNTY OF UTAH }

SUBSCRIBED AND SWORN/AFFIRMED TO BEFORE ME

ON THIS 23 DAY OF Jan 2008

BY Ronald Nuttall & Bergitta Nuttall Notary Public

Debra H. Harris Commission Expires: _____
NOTARY PUBLIC

