

BOOK 1799 PAGE 452

Recorded APR 26 1961 at 3:32 P.M.

Request of Nathan L. Fuller

Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County Utah

\$ 5.00 By Fluorobone Deputy

Ref. 619 Continental Bank

1774422

RESTRICTIONS AND PROTECTIVE COVENANTS OF
WILLOW CREEK SUBDIVISIONS NOS. 2 and 3

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, HAPPY VALLEY, INC., a Utah corporation, has heretofore caused to be surveyed, platted, and subdivided into lots and streets, certain real property located in Salt Lake County, State of Utah, to-wit: WILLOW CREEK SUBDIVISIONS NOS. 2 AND 3; that the plats thereof were accepted by the Salt Lake County Commission on April 5, 1961, and have been recorded in the Office of the Salt Lake County Recorder in Book W of Plats at Pages 71 and 72, respectively, on the 7th day of April, 1961.

That the undersigned, HAPPY VALLEY, INC., is the legal owner of all of the land located in said Subdivisions, except that portion thereof dedicated as public streets.

NOW, THEREFORE, in order to protect the natural beauty of the area and its view, and in order to develop a harmonious and regulated community for the benefit and protection of all of the owners of the area, it is hereby declared by the undersigned that all of the lots in said Subdivisions are held and shall be sold, conveyed, occupied, and mortgaged subject to the following restrictions, conditions, covenants, and agreements between the undersigned and the several owners and purchasers of said property as between themselves and their heirs, successors, or assigns:

1. GENERAL PURPOSES OF RESTRICTIONS: To insure the best use and the most appropriate development in the improvement of each building lot thereof; to protect the owners of building lots against such improper use of surrounding lots as may depreciate the value of their property; to preserve, as far as practicable, the natural beauty of said lots; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes to insure the highest and best development of said lots; to encourage and secure the erection of attractive homes thereon with appropriate locations on said lots; to prevent hazardous and inharmonious improvements of building lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvements on said lots and thereby to enhance the values of the investments made by purchasers of said lots.

2. LAND USE: No lot shall be used for or occupied by other than a single family dwelling, garage, or guest house and the necessary incidental outbuildings. No flat or apartment house shall be permitted. Not more than one residence shall be erected on any one lot.

3. ARCHITECTURAL CONTROL AND APPROVAL OF PLANS: No building, fence, wall or other structure shall be constructed, erected, or maintained, nor shall any addition thereto or change or alteration thereof, be made until the plans and specifications, showing the nature, kind, shape, height, type of material, floor plan, exterior color scheme, location and approximate cost thereof, and the grading plan and plot plan therefor shall have been submitted to and approved in writing by the Architectural Control Committee, hereinafter called Committee, as hereinafter created. Copies of such plans and specifications, as finally approved, shall be filed

permanently with the Committee. In the event the Committee fails to approve such plans and specifications within thirty (30) days after the same have been submitted to it, or in any event if no suit to enjoin the erection of the proposed buildings or the making of the proposed alterations has been commenced prior to the completion thereof, such approval will not be required, and this restriction will be deemed to have been fully complied with.

The Committee shall consist of three members to be appointed by the Board of Directors of Happy Valley, Inc. The first members of the Committee shall be G. Kirk Graff, Owen W. Bunker, and C. Taylor Burton. The members of the Committee shall not be entitled to any compensation for their services. The Committee shall, however, have the authority to employ the services of an architect as consultant and to charge a sum not exceeding \$25.00 for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote upon the passing of the plans and specifications. When seventy-five per cent (75%) of the lots of said Subdivisions have been sold and conveyed by Happy Valley, Inc., then the record owners of a majority of the lots shall have the power to change the membership of the Committee.

4. DIVISION OF LOTS: No lot, except Lot No. 2, Willow Creek Subdivision No. 2, shall be divided into smaller lots, nor conveyed or encumbered in any less than the full original dimensions as shown on the official plats, except for utilities easements, without the express prior written consent of the Committee. No lot shall be conveyed in whole or in part for right-of-way purposes for ingress or egress to other lands without the express prior written consent of the Committee.

5. MINIMUM BUILDING COSTS: Happy Valley, Inc. reserves the right for itself, its successors, and assigns to establish minimum figures for the cost per square foot of floor area of any dwelling to be erected on any of said lots, and to specify said minimums in contracts and deeds to any or all of said lots. This minimum cost per square foot floor area may also be set from time to time by the Committee.

6. EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the official plats. Happy Valley, Inc. reserves easements over or under the surface, or both, as may be required for the installation and maintenance of electric lines, telephone lines, water (domestic and irrigation), sewer (storm and sanitation), gas lines, and other public utilities, with the right to assign said easements.

7. 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 nuisance to the neighborhood; nor shall any of the lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the occupants of any other lot.

8. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted on any lot. Any building program once started shall be carried forward without undue delay.

9. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets, in reasonable number, which may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

10. SIGNS: No advertising signs, billboards, or unsightly objects shall be erected, placed or permitted to remain on any lot, except one sign, not to exceed eight (8) square feet, may be placed on any lot for the purpose of advertising the property for sale or rent.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers, and such shall be promptly removed from the lots and shall not be allowed to accumulate. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SERVICE EQUIPMENT: All clotheslines, laundry equipment, service yards, wood piles, or storage piles, shall be kept screened by adequate planting so as to conceal them from the view of neighboring lots, streets, and the golf course property.

13. RADIO AND TELEVISION ANTENNAS: No radio, short wave, or television antennas over three (3) feet above the highest roof line of the residence shall be permitted unless expressly approved in writing by the Committee.

14. VIEW OBSTRUCTIONS: No fence, wall, hedge, or shrub planting which unreasonably obstructs the scenic view shall be permitted. Landscaping shall be planned so as to avoid undue obstruction of the view of the golf course or adjacent lots. Rear yard fencing on all lots must be approved by the Committee.

15. DURATION OF RESTRICTIONS: These restrictions, covenants, and conditions, and each of them, shall constitute covenants running with the land, and every part thereof, and shall be binding on the undersigned and all parties claiming under or through it until January 1, 1985, after which time they shall be automatically extended for a period of twenty-five (25) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to modify, change, or terminate them.

16. SEVERABILITY: The invalidation of any one of these covenants, restrictions, or conditions by judgment or court order, shall in no wise affect any of the others, all of which shall remain in full force and effect.

17. ENFORCEMENT: All of the provisions hereinabove set forth shall be enforced by the Committee in the name of Happy Valley, Inc., by proceedings in law or in equity against any persons violating or attempting to violate the same, such action to be brought in order to restrain any such violation, or to recover damages therefor, or both.

IN WITNESS WHEREOF, Happy Valley, Inc. has caused these presents to be executed this 7th day of April, 1961, by its duly authorized officers.

ATTEST:

C. Taylor Burton, Secretary

HAPPY VALLEY, INC.

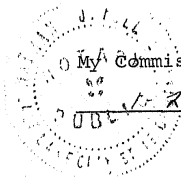
BY:

G. Kirk Graff, President

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

On the 7th day of April, 1961, personally appeared before me G. KIRK GRAFF and C. TAYLOR BURTON, who being duly sworn did say that they are the President and Secretary, respectively, of HAPPY VALLEY, INC., a corporation of Utah, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said G. KIRK GRAFF and C. TAYLOR BURTON acknowledged to me that said corporation executed the same.

Matthew J. Fullmer
NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires:

APR 25 1965