

1802829
BOOK 1952 PAGE 432

Recorded at Request of McGHIE ABSTRACT & TITLE CO. AUG 13 1962
at 2:29 PM Fee Paid \$ 7.00 NELLIE M. JACK, Recorder Salt Lake County, Utah
by [Signature] Dep. Rec.

RESTRICTIONS AND PROTECTIVE COVENANTS OF WILLOW CREEK SUBDIVISION NO. 4

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ESTATES, INC., a Utah Corporation, and HAPPY VALLEY, INC., a Utah Corporation, have 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 SUBDIVISION NO. 4: that the plat thereof was accepted by the Salt Lake County Commission on JULY 18, 1962, and has been recorded in the Office of the Salt Lake County Recorder in Book Y of Plats at Page 77 on the 19th day of JULY, 1962.

That the undersigned, ESTATES, INC. is the legal owner of Lots 10 to 77 inclusive and HAPPY VALLEY, INC. is the legal owner of Lots 1 to 9 inclusive, being all of the land located in said Subdivision, except that portion thereof dedicated as public streets.

That the undersigned, STREVELL-PATERSON FINANCE CORPORATION, a corporation of Utah, SHAW, INC., a Corporation of Utah, WILLIAM A. LANG, a single man, MANFORD A. SHAW and JUNE W. SHAW, his wife, have an interest in said property.

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 Subdivision 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 of 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 haphazard 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 have 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 ESTATES, INC. The first members of the Committee shall be WILLIAM A. LANG, OWEN W. BUNKER, and MANFORD A. SHAW. 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 percent (75%) of the lots of said Subdivision have been sold and conveyed by ESTATES, INC. and 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 shall be divided into smaller lots nor conveyed or encumbered in any less than the full original dimensions as shown on the official plat, 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: ESTATES, INC. and HAPPY VALLEY, INC. reserve 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 said lots, and to specify said minimum 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 plat. ESTATES, INC. and HAPPY VALLEY, INC. reserve 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.

&. 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 on to 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, 1987, 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 ESTATES, INC. and 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, ESTATES, INC. and HAPPY VALLEY, INC. have caused these presents to be executed this 20TH day of JULY, 1962, by its duly authorized officers.

ATTEST:

ESTATES, INC.

BY June W. Shaw
Secretary

BY Manford A. Shaw
Vice President

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 20th day of July, 1962, personally appeared before me MANFORD A. SHAW and JUNE W. SHAW, who being duly sworn did say that they are the Vice President and Secretary, respectively, of ESTATES, 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 MANFORD A. SHAW and JUNE W. SHAW acknowledged to me that said corporation executed the same.

My commission expires:

September 15, 1962

Alvin H. Rowe
Notary Public
Residing in Salt Lake City, Utah

ATTEST:

BY C. Taylor Burton
Secretary

HAPPY VALLEY, INC.

BY Owen W. Bunker
President

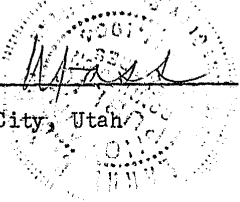
STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 1st day of August, 1962, personally appeared before me OWEN W. BUNKER 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 OWEN W. BUNKER and C. TAYLOR BURTON acknowledged to me that said corporation executed the same.

My Commission expires:

January 11, 1964

Larry J. Mass
Notary Public
Residing at Salt Lake City, Utah



ATTEST:

BY R. A. Goffe
Secretary

STREVELL-PATERSON FINANCE CORPORATION

BY Ruben Winkler
Executive Vice President

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

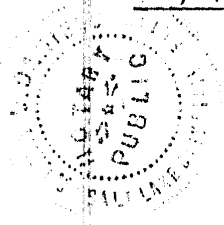
On the 31 day of July, 1962, personally appeared before me R. A. VAN WINKLE and R. H. GOFFE, who being by me duly sworn, did say each for himself that he the R. A. VAN WINKLE is the Executive Vice President and he R. H. GOFFE is the Secretary of STREVELL-PATERSON FINANCE CORPORATION, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of it's Board of Directors, and the said R. A. VAN WINKLE and R. H. GOFFE acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires:

9-14-62

Alma M. Daniels
Notary Public

Residing at Salt Lake City, Utah



ATTEST:

SHAW, INC.

BY June W. Shaw
Secretary

BY Manford A. Shaw
President

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 20th day of July, 1962, personally appeared before me
MANFORD A. SHAW and JUNE W. SHAW, who being duly sworn did say that they
are the President and Secretary, respectively, of SHAW, 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 MANFORD
A. SHAW and JUNE W. SHAW acknowledged to me that said corporation executed
the same.

Helen H. Rowe
Notary Public

My commission expires:
February 15, 1964

Residing at Salt Lake City, Utah

William A. Lang
Manford A. Shaw
June W. Shaw

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 20th day of July, 1962 personally appeared before me
WILLIAM A. LANG, a single man, MANFORD A. SHAW and JUNE W. SHAW, his wife,
the signers of the within instrument, who duly acknowledged to me that they
executed the same.

Helen H. Rowe
Notary Public

My commission expires:
February 15, 1964

Residing at Salt Lake City, Utah