

2255139 DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants is executed by National Land Corporation, a Utah corporation and Bank of Salt Lake, as Trustee and is recorded in Book _____, Page _____, as Entry No. _____ of the official records of Salt Lake County, State of Utah, and affects lands located in Township 4 South, Range 2 West, Salt Lake Base and Meridian as follows:

Recorded at Request of
10.39 A Fee Paid \$6.50
HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
1395 Michigan Ave. At
AUG 7 1968
John Jones De. Date
S40S

The South 117½ Rods of the Southwest Quarter (SW $\frac{1}{4}$) of Section 3
The North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 2
The West Half (W $\frac{1}{2}$) of Section 11
The West Half (W $\frac{1}{2}$) of Section 14
The East Half (E $\frac{1}{2}$) of Section 10
The Southeast Quarter (SE $\frac{1}{4}$) of Section 3 (South of Road only)

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

1. None of the property described herein, nor any parcels subdivided therefrom shall be used for any purpose other than agricultural or residential, and no structure shall be permitted on any of the said land which is not consistent with these purposes.

2. A subdivision control committee is hereby established, which committee shall remain in full force and effect for the duration of these protective covenants. The committee shall be composed of three members which members shall hold office for periods of three years each and until their successors have been elected as provided herein. The initial control committee shall consist of the following persons:

Mrs. Ila Jane Staley	Salt Lake City, Utah
Gene A. Lewis	Midvale, Utah
Melvin C. Richins	Salt Lake City, Utah

Members of the control committee shall be chosen and may be removed at any time by the stockholders of the Rose Canyon Water and Development Corporation, with each stockholder having as many votes as he has shares in the said development corporation.

3. No building shall be erected on, placed on or altered on any part of the above described land until the construction plans and specifications thereof, and the plan of location thereof, have been approved by the control committee, and no structure shall be moved onto any of the said land unless it meets with the approval of the said committee. In the event that there is no control committee, all structures shall conform to and be in harmony with existing structures on the said land. No corrugated metal or tin roofs shall be permitted.

4. No residential structure shall be permitted which has a front yard set back of less than 40 feet or side yards of less than 20 feet or a rear yard of less than 20 feet, and no agricultural building shall be allowed to be located less than 30 feet from any property-owner boundary. Where right-of-ways exist, the limits of the same shall be considered as the property boundaries for purposes hereof. No owner shall divide or subdivide any of the property described herein into smaller units or parcels except as specifically permitted by State, County and local laws and ordinances, and in no event shall any of the land be subdivided into parcels of less than one acre each. No residential structure shall be permitted which has a ground-floor area of less than 1,000 square feet excluding garages, patios, car ports etc.

Page 2. DECLARATION OF PROTECTIVE COVENANTS

5. No trailer, basement, tent, shack, garage, barn, chicken coop, pit, hut etc. shall be used as a residence. The control committee, however, may waive this provision with respect to trailers provided that such trailers are in harmony with the existing structures and the overall aesthetic values in the area.

6. No manufacturing shall be carried on upon any part of the above described property, nor shall any noxious or offensive trade be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or which shall tend to destroy the aesthetic value or the property value of the area. The opinion of the control committee shall be binding in the event of a controversy.

7. Overnight camping for more than three successive nights shall not be permitted except upon approval of the control committee, nor shall excessive intermittent overnight camping be permitted. The decision of the control committee herein shall be binding.

8. No trash, ashes, or other refuse may be thrown or dumped upon any part of the above described property, nor shall any part of the same be used for storage of scrap metal, scrap building materials or commercial inventories except as may be stored completely within structures approved by the control committee. No old cars or junk cars or similar objects may be stored or kept for an extended duration upon the said property.

9. In addition to the easements shown of record, a perpetual easement is reserved over the sides and rear 10 feet of each and every parcel subdivided from the above described property for the purpose of utility installation and maintenance.

10. These covenants and restrictions shall run with the land and be binding upon all of the owners of the same until January 1, 1990, at which time, by a majority vote of all of the owners, each owner having one vote, they may be amended, altered or modified as may be found advisable, and extended for successive five-year periods. They may be amended, altered or modified at any time prior to January 1, 1990 by a majority vote of the stockholders of the Rose Canyon Water and Development Corporation. To become effective, all such amendments, alterations, modifications, extensions, etc. shall be entered upon the records of the County Recorder of Salt Lake County, State of Utah.

11. If the parties hereto, or any of them, their heirs or assigns or any party acquiring any portion of the land described herein shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1990, it shall be lawful for any persons owning any portion of the above described land to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Page 3. DECLARATION OF PROTECTIVE COVENANTS

12. In the event of a controversy as to the meaning of any of the terms or phrases or of the wording of this document, the opinion of the control committee shall be binding unless overruled by a court of competent jurisdiction. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.
13. Any provision of these Protective Covenants may be waived by a majority vote of the subdivision control committee, upon written application filed by an owner of any of the land involved herein, when said application, in the judgement of the majority of the said control committee, shows adequate and reasonable justification for such waiver.
14. These protective covenants and restrictions shall become effective as of the date that the same are recorded on the records of Salt Lake County except as otherwise provided by prior contract or deed in which case they shall be binding as of the time specified therein or as of the date of said instrument if not specified therein.

This Declaration of Protective Covenants is executed on this 5th day of August, 1968 in Salt Lake City, Utah

NATIONAL LAND CORPORATION

BANK OF SALT LAKE, as Trustee

By E. J. Knudson Jr.
E. J. Knudson Jr., President

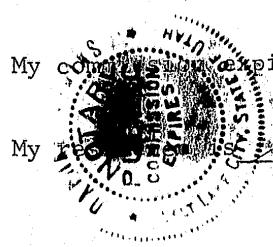
By Notarial Authorized Officer

STATE OF UTAH)
)ss.
County of Salt Lake)

On the 5th day of August, A. D. 1968, personally appeared to me E. J. Knudson Jr. and Norton Parker who being by me duly sworn did each say for himself that he the said E. J. Knudson Jr. is the President and duly authorized Officer of National Land Corporation, and he the said Norton Parker is the Vice President and duly authorized Officer of the Bank of Salt Lake, and that the within and foregoing instrument was signed in behalf each of the said corporations by authority of resolutions of their respective Boards of Directors and that the same was duly executed by each of the said corporations.

Daphne Robins
Notary Public

My ~~com~~ ^Smission expires 10-15-71



My  Salt Lake City, Utah