

DECLARATION OF RESTRICTIVE COVENANTS FOR  
WILLOW CREEK MESA, A SUBDIVISION IN SALT LAKE COUNTY, STATE OF UTAH

Recorded at Request of Draper Realty MAY 1- 1972  
702 B 1st St. Draper Utah 84020  
at 7:03 PM, Fee Paid \$ 3.00,

by [Signature] Dep, Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.:

2453073

Whereas, Willow Creek Mesa Corporation, a Utah Corporation owner and subdividers of the following described real property, to wit:

Beginning 662.19 feet S. 89°40'41"E. from the West Quarter Corner of Section 22, Township 3 South, Range 1 East, SLB&M, and running thence S. 0°12'E. 520.71 feet, thence S.67°46'27"E. 792.473 feet, thence N.22°13'33"E. 300.39 feet, thence N.67°46'27"W. 134.0 feet, thence N. 22°13'33"E. 124.0 feet, thence N.57°36'40"W. 103.575 feet, thence N.34°03'55"E. 273.09 feet, thence N.47°18'W. 154.0 feet, thence N.2°04'56"W. 70.98 feet, thence N.47°18'W. 87.0 feet, thence N.42°42'E. 72.964 feet, thence N.0°03'06" W.522.23 feet, thence N.89°25'30" W. 283.234 feet, thence N.23°55'40"W. 185.81 feet, thence N.84°18'03"W.28.76 feet, thence S. 82°00'W. 353.50 feet, thence S. 66°47'W. 244.9 feet, thence S.0°19'15" E. 183.046 feet, thence N.44°47'E. 70.63 feet, thence N. 85°00'E. 202.0 feet, thence S. 0°12'E. 629.70 feet to the point of beginning, and situated in Salt Lake County, State of Utah.

and whereas, said Willow Creek Mesa Corporation, has subdivided said afore described property into a subdivision of 56 lots, which subdivision is known as Willow Creek Mesa.

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

- 1- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
- 2- If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- 3- Invalidation of any of these Covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 4- Restrictions to use of each building lot will be regulated by the zoning assigned to the subdivision by Sandy City. Excepted from these uses will be restriction on keeping horses and cows on lots smaller than 1/2 acre and no lot East of High Mesa Drive and North of Kathy Drive will be permitted to keep horses or cows.
- 5- Easements are reserved over the lots as shown on the recorded plat and owners must respect these easements by seeing that no structure is installed over or on the easement.
- 6- Plans for the construction of any out buildings will be reviewed by officers of Willow Creek Mesa Corporation before construction begins, and only respectable new buildings will be permitted on the lots.
- 7- The ground floor area, exclusive of one story open porches and garages of the main structure of any dwelling to be placed on said lots in said subdivision shall not be less than 1500 square feet, East of High Mesa Drive and North of Kathy Drive, nor less than 1300 square feet if the garage thereto is attached to said structure on all other lots. All dwellings will be of new construction and not more than two stories high.
- 8- Plans for all construction must be submitted to the Willow Creek Mesa Corporation architectural committee, or its assignees for approval before construction commences.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed by its officers hereunto duly authorized ~~and its corporate seal to be hereunto affixed~~ this 27th day of April, 1972.

Willow Creek Mesa Corp.  
By [Signature]  
President

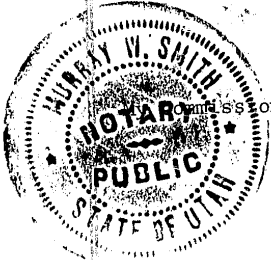
ATTEST: [Signature]  
Secretary

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

On the 27th day of April, 1972, A.D.  
personally appeared before me and  
who being by me duly sworn did say, each for himself, that he, the said  
is the president, and he, the said  
is the secretary of \_\_\_\_\_, and that the  
within and foregoing instrument was signed in behalf of said corporation by  
authority of a resolution of its board of directors and said  
and each duly acknowledged to me that  
said corporation executed the same and that the seal affixed is the seal of  
said corporation.

Murray W. Smith  
Notary Public



My commission expires Aug 3, 1973 My residence is Draper, Utah