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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR QUAIL VALLEY NO. 1 SUBDIVISION,
recorded
records of Salt Lake County, Utah.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Quail Valley, Inc., a Utah Corporation are the owners of the following
described real property situated in Salt Lake County, State of Utah, to wit:

All of Lots 1 to 48, inclusive, QUAIL VALLEY NO. 1 SUBDIVISION,
according to the official plat thereof.

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 protec-
tion 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 appro-
priate locations on said lots; to prevent haphazard and inharmonious improvements
of building lots; to secure and contain 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 in approximate cost thereof, and the grading plan and plot plan
therefore 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 specifica-
tions 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.

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Request of REGINA L. D. HILL CO.
The PEARL JEROMEAN MARTIN
Deputy, Salt Lake County, Utah
By [Signature] Deputy
Rec.

The committee shall consist of three members to be appointed by the officers of Empire West, Inc. The first members of the Committee shall be Robert R. Busch, Thomas W. James and Wallace V. Jacobson. 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 Empire West, 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 for ingress or egress to other lands without the express prior written consent of the Committee.

5. MINIMUM BUILDING QUALITY AND SIZE: Quail Valley, Inc., reserved 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 deed 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. The minimum permitted dwelling size shall be the main floor area of the structure, exclusive of one story open porches and garages, shall be not less than 1,200 square feet for a one story dwelling, nor less than 1,000 square feet for a split level or two-story dwelling.

6. EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the official plat. Quail Valley, Inc. reserve easements over or under the surface, or both, as may be required for the installation and maintenance of electric lines, gas lines, and other public utilities, such as water (domestic and irrigation,) sewer (storm and sanitation,) 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, camper, 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. 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 land or the view.

13. RECREATIONAL VEHICLES: Recreational vehicles such as, but not limited to, boats, campers, snowmobiles etc. must be stored in enclosed garage area or at the rear of the residence.

14. DURATION OF RESTRICTION: 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, 1990, 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 changes, or terminate them.

15. 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.

16. ENFORCEMENT: All of the provisions, hereinabove set forth shall be enforced by the Committee in the name of Quail Valley, Inc., by proceedings in law or inequity 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 therefore, or both.

QUAIL VALLEY, INC.,

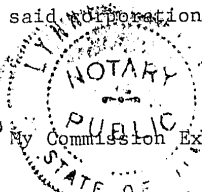
BY: Robert R. Busch
President

ATTEST:

Thomas W. James
Secretary
Thomas W. James

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 9th day of February, 1973, personally appeared before me Robert R. Busch and Thomas W. James, who being by me duly sworn did say, each for himself, that he, the same Robert R. Busch is the President and he the said Thomas W. James is the Secretary of QUAIL VALLEY, INC., a Utah Corporation, 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 Robert R. Busch and Thomas W. James each duly acknowledged to me that said corporation executed the same.



Lynn M. [Name]
Notary Public

Residing in Salt Lake County, Utah.

RECORDED
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