

Recorded SEP 20 1974 at 12 47 p.m.
Request of Guardian Title Company
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
By Deputy
Ref.

2652591

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS, AND CONDITIONS

AFFECTING THE REAL PROPERTY KNOWN AS

GOLDEN HILLS NO. 14 SUBDIVISION

WILLOW CANYON DEVELOPMENT COMPANY, a Utah Corporation

-to-

WHOM IT MAY CONCERN

The undersigned, WILLOW CANYON DEVELOPMENT COMPANY, a Utah Corporation, being the owner of the lands and desiring to develop a residential area of distinctive and individual character and to provide means by which such character may be safeguarded and protected, does hereby make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows, to-wit:

WHEREAS, the undersigned is the legal and beneficial owner of that certain tract of land situated in Salt Lake County, State of Utah, described as follows:

Golden Hills No. 14 Subdivision according to the official plat thereof on file in the office of the Salt Lake County Recorder.

WHEREAS, the undersigned intends to sell the property as described heretofore, which it desires to subject, pursuant to a general plan of improvements, to certain restrictions, conditions, covenants and agreements between Willow Canyon Development Company and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth.

NOW THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between Willow Canyon Development Company and the several owners and purchasers of said property and their heirs, successors and assigns:

1. All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lots created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said subdivision.

2. Each and all of said restrictions, conditions, covenants, and agreements shall continue in full force and effect and be binding until the last day of January, 1966, upon which date same shall be automatically continued for successive periods of 10 years each unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with same, provided however, that at any time after January 1, 1996, these restrictions may be altered or modified by the vote of the then record owners of a majority of the property.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that a reasonable and usual number of dogs, cats or other household pets may be kept on any of said lots provided that they are not kept, bred, or maintained for any commercial purpose.

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4. No signs shall be displayed on any of said lots except as follows, the name and professions of any professional man may be displayed at any dwelling house upon a sign not exceeding 200 square inches in size. Signs shall not be illuminated. There may also be displayed a sign not exceeding 18 inches by 24 inches advertising the fact that said parcel or said dwelling house is for sale, or to let, or to lease.

5. Said premises shall be used for single family private residence purposes only, except as hereinafter set forth, and no structure of any kind shall be moved from any other place upon said premises.

6. No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building or structure thereon.

7. No rubbish shall be stored or allowed to accumulate thereon.

8. Such easements and rights of way are reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lots in said tract, as are shown on the recorded plats and over the rear 5 feet of each lot, and the undersigned, its successors and assigns, shall have the right to reserve any further necessary easements for said purposes in contracts and deeds, to any or all of the lots shown on the recorded plats. No structure of any kind shall be erected over any of such easements, except upon written permission of Willow Canyon Development Company, its successors or assigns.

9. (a) No dwelling house or other structure shall be located on any lot nearer than 15 feet to the front lot line or nearer than 15 feet to any side street lot line.

(b) No dwelling house or other structure shall be located nearer than 5 feet to an interior side lot line nor nearer than 25 feet to the rear lot line.

(c) For the purpose of this paragraph 9, eaves, steps and open porches shall not be considered as part of a building provided, however, that no portion of a building or a lot shall be permitted to encroach upon another lot.

10. None of said lots may be resubdivided except that the undersigned, its successors or assigns may divide any of said lots so as to increase the size of adjoining lots; or where one or more of said lots is, in the opinion of the undersigned, its successors and assigns, of such size and character that it may be divided into two or more lots which will each be similar to other lots in said tract and adequate in size and character to permit development similar to that on said lots and of a size and shape which will comply with applicable zoning requirements of Salt Lake County, then such lot or lots may be divided by the undersigned, its successors and assigns, or permission may be granted by the undersigned, its successors or assigns, to the owner of such lot or lots, as the case may be, to so divide such lot or lots. Should two or more contiguous lots be acquired by the same grantee, such lots will, unless otherwise stipulated, be treated and considered by undersigned and/or said grantee as one entire lot for the purpose of these restrictions,

11. No fence, wall or hedge over 6 feet in height shall be erected or grown at any place on said premises, provided, however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planning and growth of trees on lots in said tract, in order to prevent one lot owner from planting trees, or allowing trees to grow, so that the view from other lots may be obstructed or

impaired; the grantee agrees to abide by any order of said committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted. The agreement contained in the last preceding sentence shall be construed as a covenant, running with the land and not as a condition which might cause the grantee's title to be forfeited. The grantee further agrees that the members of said committee may at any time institute or prosecute in the name of any member of said committee any suit or suits which the committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee of his agreement to remove, cut down or cut back any tree which the committee has ordered removed, cut down or cut back. Should any such suit be instituted, the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorneys as may be fixed by the court.

12. In voting, pursuant to the provisions of Paragraphs 2 or 12 hereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's Office of Salt Lake County, Utah.

13. An Architectural Supervising Committee consisting of B. Y. Farrell Packard and Robert D. Irvine has been created by the undersigned. The undersigned may fill vacancies in the committee and remove members thereof at its pleasure; provided, however, that when 50% or more of the lots in said tract have been sold, upon written designation of 50%, or more of the lots in said tract, of some person or persons whom such owners desire to have made a member or members of said committee, the undersigned, will appoint such person or persons on the Committee and, if necessary, will remove from said committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the Undersigned shall always remain a member of said Committee if undersigned so desires. The functions of said Committee shall be, in addition to the functions elsewhere in this Declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plan of the undersigned, and of the committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The committee may act by any two of its members and any authorization, approval or power made by the committee must be in writing signed by at least two members thereof.

14. (a) No building other than one single family dwelling house and appropriate outbuildings shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a single family dwelling house or appurtenant outbuildings, except the Architectural Supervising Committee can allow churches, schools or other structures compatible with the residential development (except duplex or multi-family dwellings) to be located in the area.

(b) Before the Architectural Supervising Committee may approve any plans for construction work of any kind on the premises, the lot owner or purchaser must submit to said Architectural Supervising Committee an accurate survey showing one foot contour intervals and in addition thereto the four corner points of the lot involved must be located at site by a licensed Surveyor. No construction of any kind or nature on any of the lots shall be commenced until curb grade has been established.

(c) No structures, either residence, outbuilding, school, church, tennis court, swimming pool, wall, fence or other improvements shall be constructed upon any of the said lots without the written approval as to location, height and design thereof first having been obtained from the Architectural Supervising Committee. Before construction work of any kind is started, the plans of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval and said plans shall show the four exterior elevations of said building, together with the floor plan plotted on a map of said lot and any additional details of house construction the Architectural Supervising Committee may require.

(d) No landscaping shall be begun on any of said lots nor any planting of trees take place until the plans and specifications therefore have been first approved in writing by the Architectural Supervising Committee.

(e) When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must, unless otherwise agreed to by the Architectural Supervising Committee in writing, be completed within one year from the date of commencement of construction.

(f) The Architectural Supervising Committee shall act upon any matter submitted for its approval within 15 days following receipt by it of a request for such approval accompanied by all necessary supporting data and information.

15. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors or assigns, the right to enter upon the property, upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated in whole or in part, is hereby declared to be and considered a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

16. No dwelling shall be permitted on any lot at a cost of less than \$22,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The square footage floor area of the main structure of any dwelling exclusive of one story open porches and garages shall be not less than 1400 square feet for a single story dwelling and for a two story dwelling not less than 1,000 square feet, for each level.

17. All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, thereby be, conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements herein set forth.

18. It is expressly agreed that in the event any covenant or condition or restriction herein contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

19. All dwellings shall have a central heating plant and all fuel burned in the central plant shall be smokeless.

WILLOW CANYON DEVELOPMENT COMPANY

BY Robert D. Irvine
President

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

On this 17th day of September, 1974, personally appeared before me ROBERT D. IRVINE, who, being by me duly sworn did say: That he is the PRESIDENT of WILLOW CANYON DEVELOPMENT COMPANY, a Utah Corporation, and that the within and foregoing Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said ROBERT D. IRVINE duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Juene Brillinger
Notary Public

Residing in: Salt Lake City, Utah

My Commission Expires:

Feb. 9, 1975

