

Recorded at Request of Western States Title Company JUN -2 1976  
at 147 m Fee Paid \$ 400 KATIE L. DIXON, Recorder,  
Salt Lake County, Utah, By Patricia L. Brown Dept. Date \_\_\_\_\_  
*Patricia Brown*

2820247

DECLARATION OF PROTECTIVE COVENANTS FOR QUAIL VALLEY NO. 5 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Willow Creek Development, 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 through 119, inclusive, QUAIL VALLEY NO. 5, according to the official plat thereof; excepting Lots 79 to 82, inclusive.

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 and 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 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 value 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 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 restrictions will be deemed to have been fully complied with.

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The committee shall consist of three members to be appointed by the officers of Willow Creek Development. The first members of the committee shall be Robert R. Busch, Andrew Walton 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 Willow Creek Development, 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: Willow Creek Development, 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 1,400 square feet for a one-story dwelling, nor less than 1,200 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. Willow Creek Development, 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 outbuildings 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 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 Willow Creek development 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 therefore, or both.

WILLOW CREEK DEVELOPMENT a Utah Corporation

*[Handwritten Signature]*  
\_\_\_\_\_  
Ronald W. Condit

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On the 15<sup>th</sup> day of June, 1976, personally appeared before me Andrew G. Walter and Ronald W. Condit who being by me duly sworn did say, each for himself, that he, the said Andrew G. Walter is the secretary of Willow Creek Development Company, 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 Ronald W. Condit each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My commission expires: 9/26/79

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