

WHEN RECORDED, RETURN TO:
SKYVIEW DEVELOPMENT INC.
640 Kennecott Building
Salt Lake City, Utah 84133
tia; 19725

2824822

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RESTRICTIVE COVENANTS

PART A. PREAMBLE:

A-1. PROTECTIVE COVENANTS covering all of the lots in WILLOWCREEK SUBDIVISION NO. 20, a subdivision of part of Section 2, Township 3 South, Range 1 East, Salt Lake Base and Meridian, County of Salt Lake, State of Utah, owned by SKYVIEW DEVELOPMENT, INC., 640 Kennecott Building, Salt Lake City, Utah; DATED this 15th day of June, 1976.

PART B. AREA OF APPLICATION:

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to WILLOWCREEK SUBDIVISION NO. 20.

PART C. RESIDENTIAL AREA COVENANTS:

D-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage or carport for not more than three cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part D.

C-3. DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1700 square feet.

C-4. BUILDING LOCATION.

- (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines established by Salt Lake County. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line.
- (b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.
- (c) For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

Recorded JUN 15 1976 at 500 m.
Request of Skyview Development, Inc.
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$5.00 By Cheryl Warrington Deputy
Cheryl Warrington

REF. _____

640 Kennecott Bldg
84133

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C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Easement and Right of Way for the operation and maintenance of an irrigation ditch and associated works as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the maintenance of said ditch, or which may change the direction of flow of ditch channels in the easements, or which may obstruct or retard the flow of water through ditch channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously in perpetuity by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All lot owners of WILLOWCREEK NO. 20 SUBDIVISION and their successors shall release and hold harmless said SKYVIEW DEVELOPMENT INC. and its successors from all claims of damages done by water seeping from or escaping from said pipeline or ditch.

C-7. NUISANCES. No noxious or offensive activity 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and are restricted to owners' property or on leash under handler's control.

C-12. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

C-13. LANDSCAPING. Trees, lawns, shrubs or other planting provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

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C-14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1. MEMBERSHIP. The Architectural Control Committee is composed of A. Blaine Huntsman, 3040 Sherwood Drive, Salt Lake City, Utah, Ladd Christensen, 1313 East Madera Hills Drive, Bountiful, Utah 84010, and William M. Wirthlin, 1529 Hubbard Avenue, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS:

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of sixty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive ten-year periods unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one 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.

PART F. ATTEST:

IN WITNESS WHEREOF, the owner has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 15th day of June, A.D. 1976.

SKYVIEW DEVELOPMENT, INC.
BY: Ladd E. Christensen
Ladd Christensen, President

ATTEST:
William M. Wirthlin
William M. Wirthlin, Vice President

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

On this 15th day of June, A.D. 1976, personally appeared before me LADD CHRISTENSEN and WILLIAM M. WIRTHLIN, President and Vice President, respectively of SKYVIEW DEVELOPMENT, INC., a Utah Corporation, who, being by me duly sworn, did say that the within the foregoing Protective Covenants was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Ladd Christensen and William M. Wirthlin duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Janice J. Duckett
NOTARY PUBLIC
Residing at Salt Lake City, Utah

