

TO WHOM IT MAY CONCERN:

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND
CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS: SHILOHTOWN

2933269

Entry No.
Recorded
Book
Dated

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PART A. PREAMBLE:

WHEREAS, the undersigned is the legal and beneficial owner of a certain track of land situated in the Town of Salt Lake County, State of Utah, described herein after as SHILOHTOWN.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan for improvement, to certain restrictions, conditions covenants and agreements between itself 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 and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

PART B. AREA OF APPLICATION:

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in part C in their entirety shall apply to Lots 1 through 100. SHILOHTOWN Subdivision.

PART C RESIDENTIAL AREA COVENANTS

C-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 (35 ft.) and a private garage of not less than two cars, but 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 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 as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$30,000 exclusive of the cost of the lot, based upon prevailing costs at the date these covenants are recorded, it being the intention and purpose of the 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 ground floor area of the main structure exclusive of one-story open porches and garages, shall not be less than 1,100 square feet for a one-story dwelling, less than 1,000 square feet for a dwelling of

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Jerome B. Bourley
9136 So. State
Sandy. 84070

Recorded APR 19 1977 at 1024 m.
Request of Michael A. Huey
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$55.00 By Patricia L. Brown Deputy
Patricia Brown
RFE.

more than one story.

C-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. No accessory or outbuildings shall be located to encroach upon any easements.

(c) All homes shall have two-car garages attached to the home with garage door opening optional in either facing the street or the sideyard.

(d) For the purposes of these covenants, eaves, steps and open porches shall not be construed 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 80 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks as required by existing zoning ordinances, are complied with.

C-6. 15.0' easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear fifteen feet of each lot. Within these easements, no structures or materials may be placed which might damage or interfere with the installation or maintenance of utilities, or which might 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.

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 to the neighborhood. Automotive repairs shall not be undertaken in driveways if the repairs require the automobile to be immobilized for a period longer than three days.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, i.e., trailers, basements, tents, shacks, garages, barns, etc. or other outbuilding of any kind, shall be used on any lot at any time, as a residence either temporarily or permanently. All buildings are to be new construction.

C-9. PRIVATE RESIDENCE: MOVING OF STRUCTURES. Said premises shall be used for private residence purposes only, except as hereinafter set forth no structure of any kind shall be moved from any other prior-residence upon said premises, nor shall any incomplete building be permitted to remain

incomplete for a period in excess of 1 year from the date of the building's construction unless approved by the Architectural Supervising Committee.

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign to conform to those most commonly used in the sale of Real Estate or a sign as used by a builder during construction of a new home which is for sale.

C-11. 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-12. PETS, ANIMALS, ETC. Pets, livestock and fowl which are generally associated with estate-type living and which are kept only for family use and or food production and not for any commercial purpose are permitted on all lots except for mink swine and goats, which are not permitted. Animals shall be kept in a clean and sanitary condition at all times.

C-13. 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 containers for the storage of disposable materials shall be kept in a clean and sanitary condition. No open burning of materials shall be permitted on any lot.

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 roadway 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 property 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 as sufficient height to prevent obstruction of such sight lines.

C-15. RECREATION VEHICLES. Recreational vehicles shall not be parked on public streets in front of any lot. Recreation vehicles, brats, trailers, etc. shall be parked only in driveways or on side-yard aprons. Recreation vehicles shall not be temporary residence for any persons.

C-16. WATER WELLS. No water well-drilling operations shall be undertaken without the express permission of the Developer.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The architectural Control Committee is composed of Jerome G. Gourley, 1064 Chevy Chase Drive, Salt Lake City, Utah; Todd A. Andersen, 994 East 13200 South, Draper Utah; and Barry Gardner, 2492 Russel Circle, Salt Lake City, Utah. A Majority of the committee may designate a representative to act for and in behalf of the whole committee. 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

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designated representative shall be entitled to any compensation for their services performed pursuant to this covenant.

D-2. PROCEEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. If the Committee, or it's designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, 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 forty years from the date these covenants are recorded, afterwhich time said covenants shall be automatically extended for successive periods of ten years 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.

C. HOWARD ALVEY AND SONS

BY Michael D. Alvey

ATTEST:

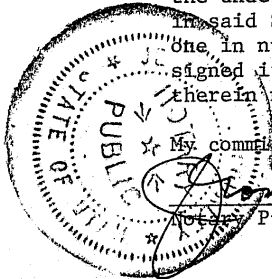
Marilyn J. Boyer
ACKNOWLEDGEMENT

STATE OF UTAH
Caounty of Salt Lake

On the 18th Day of April A.D., 1977, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer of the above Owner's dedication, one, in number, who duly acknowledged to me that Michael D. Alvey signed it freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires: January 12, 1981

James B. Bourly
Notary Public, Residing in Salt Lake County



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