

WALDEN HILLS
2880 South Main
Suite 100
Salt Lake City, Utah 84115

2989552

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, USE
RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN
AS WALDEN HILLS, PLAT NO. II

AUG 29 1977

SECURITY TITLE COMPANY

Security Title Company
Katie L. Dixon
Deputy
Llewellyn

COPY

I.

PREAMBLE

THAT WHEREAS, the undersigned being the legal and beneficial owner of the following real property situated in Salt Lake County, City of Murray, State of Utah, to-wit: Lots 45 to 126 inclusive, Walden Hills, Plat II according to the plat thereof as recorded in the office of the County Recorder of said county.

WHEREAS, the undersigned is about to sell the property described heretofore which it desires to subject, pursuant to a general plan of 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, hypothecated 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.

II.

AREA OF APPLICATION

A. FULLY PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part III in their entirety shall apply to all lots included in Walden Hills II subdivision as recorded with the Salt Lake County Utah Recorder's office.

III.

RESIDENTIAL AREA COVENANTS

A. 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 dwelling not to exceed two stories in height and private attached garages for not less than two vehicles but not more than three vehicles. All construction to be of new materials except that used brick may be used with written prior approval of the Architectural Control Committee.

B. 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 designs 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 lines unless similarly approved. Approval shall be provided as in Part IV.

C. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$30,000 exclusive of the lot based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings should 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 1,200 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story. For purposes of these covenants the basement shall in no event be considered a story.

D. BUILDING LOCATION.

1. 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.

2. No building shall be located nearer than 8 feet to an interior lot line except that no side yards 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 20 feet to the rear lot line. No accessory or out buildings shall be located to encroach upon any easements.

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3. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

E. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at a minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet except that a dwelling may be erected or placed on all corner and cul-de-sac lots as well as other lots as shown on the recorded plat provided that front, side, and rear setbacks required above are complied with.

F. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half 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 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.

G. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No automobile or other vehicle is to be parked on any street or front or side of any lot unless it is in running condition, properly licensed and regularly used.

H. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently. All structures are to be of new construction.

I. PRIVATE RESIDENCE: MOVING STRUCTURES. Said premises shall be used for private residence purposes only, except as hereinafter set forth and 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 in excess of 1 year from the date the building was started unless approved by the Architectural Control Committee in writing.

J. SIGNS. No sign of any kind shall be displayed to the public view on any lot except the 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 and/or developer to advertise the property during the construction and sales period.

K. 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.

L. 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 purposes and are restricted to the owner's premises or on leash under handler's control, and are licensed by Murray City Corporation where required by law.

M. GARBAGE AND REFUSE DISPOSAL. No lot or utility property 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 and away from the public view. No unsightly materials or other objects are to be stored on any lot in view of the general public.

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N. LANDSCAPING. Landscaping, trees, lawns, shrubs, or other plantings where 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.

O. SLOPE AND DRAINAGE CONTROL. No structure, planting or other material shall be placed or permitted to remain or other activities taken which may damage or interfere with established slope ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

P. WALLS AND FENCES. No side boundary walls and/or fences shall be constructed with a height of more than six feet, and no side boundary line hedge or shrubbery shall be permitted with a height of more than six feet. Any and all side or rear yard lines abutting public roads shall be constructed of the same materials and in a like manner as other fences in the same situation. No wall and/or fence of any height shall be constructed on any lot until after the height, type, material, design, and approximate location therefor shall have been approved in writing by the Architectural Control Committee. The height or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such height shall be completely determined by the committee. Walls and/or fences shall be constructed in coordination with the general architecture and character of the surrounding area.

Q. COMMERCIAL VEHICLES. No trucks, commercial vehicles, construction, or like equipment shall be stored or parked on any residential lot except while parked in a closed garage, nor parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision.

ARCHITECTURAL CONTROL COMMITTEE

IV.

A. MEMBERSHIP. The Architectural Control Committee is composed of Keith Ronney, Jr., 2860 South Main Street, Salt Lake City, Utah 84115, William O. Adams, 4701 Meadow Road, Salt Lake City, Utah 84107, and David W. Adams, 2880 South Main Street, Salt Lake City, Utah 84115. A majority of the committee may designate a representative to act for him 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 any services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through 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.

B. 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 the plans and specifications have been submitted to it or thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

V.

GENERAL PROVISIONS

A. 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, after which 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 have been recorded, agreeing to change the covenants in whole or in part.

B. 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.

C. SEVERABILITY. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the provisions which shall remain in full force and affect.

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WALDEN HILLS, INCORPORATED

By Keith Romney, Jr.
Keith Romney, Jr., President

ATTEST:

William O. Adams
William O. Adams, Secretary-Treasurer

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

On the 26th day of August, 1977, personally appeared before me
Keith Romney, Jr. and William O. Adams, the signers of the within instrument, who
duly acknowledged to me that they executed the same.

Jane Ryburn
NOTARY PUBLIC

My Commission Expires:

6-12-79

Residing in: Salt Lake City

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