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DECLARATION OF BUILDING AND USE RESTRICTIONS

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David Dorn
DAVID DORN

RECORDS FILE 00.

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KATIE L. JONON
RECORDED
SALT LAKE COUNTY,
UTAH

SECURITY TITLE COMPANY

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owners of the following described real property located in Salt Lake County, State of Utah, more particularly described as follows:

Lots 1 through 35, inclusive, WILLOW CREEK HEIGHTS, PLAT B, according to the official plat thereof.

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. Unless otherwise specifically set forth on the official recorded plat, no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two stories in height. Each dwelling must include a private attached, built-in or detached garage for at least two but not more than three vehicles. All construction shall be of new materials.

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 as provided in Part C.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$ 80,000.00 including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants 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 above grade finished living area of the main structure, exclusive of porches and garages, shall be not less than: (a) 1500 square feet for dwellings other than two story dwellings, or (b) 1900 square feet for two story dwellings. All two story dwellings must have a minimum of 1100 square feet finished on the first floor.

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 shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No dwelling shall be located nearer than 8 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 35 feet or more from the minimum front building setback line. No main building shall be located on any interior lot nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located within five feet of the rear lot line, so long as such buildings do not encroach upon any easements.

(c) For the purpose 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 any building on a lot to encroach upon another lot.

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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 8,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above front and side yard clearances are maintained.

6. Easement. 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.

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.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

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.

10. 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 the owner's premises or on leash under handler's control.

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. 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.

12. Sight Distance at Intersection. 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 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.

13. 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.

14. Landscaping. Trees, lawns, shrubs or other plantings 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.

15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or

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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.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 of the committee shall have full authority to select 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 to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of Philip W. Hallstrom, Robert Enger and C. K. Huber.

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 D. GENERAL PROVISIONS

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, 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 has been recorded, agreeing to change said covenants in whole or in part.

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.

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.

IN WITNESS WHEREOF, the undersigned have executed this declaration this 2ND day of May, 1979.

WILLOW CREEK HEIGHTS LIMITED PARTNERSHIP

BY: AT Seaver Jr.

President

Gene Wallace, Secy

AMERICAN DEVELOPMENT COMPANY

BY: Philip W. Hallstrom
PHILIP W. HALLSTROM
VICE PRESIDENT

AMERICAN EQUITY CORPORATION

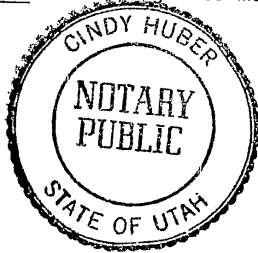
BY: [Signature]

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State of Utah)
County of) ss.

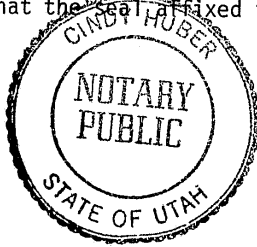
On the 2ND day of May, 1979 personally appeared before me Philip W. Hallstrom, who being by me duly sworn, did say that he is the Vice President of AMERICAN DEVELOPMENT COMPANY a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by the authority of a resolution of its Board of Directors and said Philip W. Hallstrom acknowledged to me that said corporation executed the same.



Cindy Huber
Notary Public
Commission Expires: 12-15-81
Residing at: Salt Lake City, Utah

State of Utah)
County of Salt Lake) ss.

On the 2nd day of May, 1979 personally appeared before me GLEN SAXTON ~~and~~ who being by me duly sworn did say, each for himself that he, the said GLEN SAXTON is the PRESIDENT ~~and the XXXX SAXTON~~ of AMERICAN EQUITY CORPORATION 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 GLEN SAXTON and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

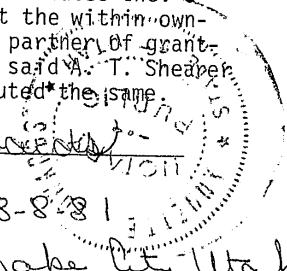


Cindy Huber
Notary Public
Commission Expires: 12-15-81
Residing at: Salt Lake City, UT

State of Utah)
County of) ss.

On the 3rd day of May, 1979 personally appeared before me A. T. Shearer Jr. & M Walker Wallace who being by me duly sworn or affirmed did say that they are the President and Secretary respectively of Wallace Associates Inc. a general partner of Willow Creek Heights Limited Partnership, and that the within owners dedication was signed in behalf of said corporation, as general partner of grant or, by authority of a resolution of its Board of Directors, and the said A. T. Shearer Jr. and M. W. Wallace acknowledged to me that said corporation executed the same.

Annette Edwards
Notary Public
Commission Expires: 8-8-81
Residing at: Salt Lake City, Utah



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