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MICHAEL R.E. SANDERS & CO., INC.

- TO -

DECLARATION OF PROTECTIVE  
COVENANTS, AGREEMENTS, RE-  
STRICTIONS AND CONDITIONS  
AFFECTING THE REAL PROPERTY  
KNOWN AS PHEASANT HOLLOW  
SUBDIVISION.

WHOM IT MAY CONCERN

WHEREAS, the Undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as follows:

All lots in Pheasant Hollow, a subdivision of part of the Southwest one quarter of the Northwest one quarter Section 9, and the Southeast one quarter of the Northeast one quarter Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, as per the plat recorded as Entry No. 3444875 on Page 98, Book 80-6 of the official records of Salt Lake 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 agreement 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 and conditions, covenants, and agreements between itself and the several owners and purchasers of said property as between themselves, their heirs, successors and assigns:

1. MUTUAL AND RECIPROCAL BENEFITS: All of said restrictions, conditions, covenants and agreements shall be made for the direct, mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and equitable servitude upon each of said lots in favor of each

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of said lots in favor of each other lot created on the afore-said property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. PERSONS BOUND BY THESE RESTRICTIONS AND COVENTANTS:

All covenants and restrictions herein stated shall run with the land and all fee owners of purchasers thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon.

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and appurtenant purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling. Owners of Lots 1,2,3,4,5,6,7, & 8 may not build upon or in any way alter the natural plantings now present upon the slope of each of said lots. Moreover, no dwelling shall be located upon Lots # 1,2, 3,4,5,6,7 & 8 except on the designed portion of said lots as shown on the plat map attached hereto as Exhibit "A" and incorporated herein.

4. MOVING OF STRUCTURES: No structure of any kind shall be moved from any other place and located upon said premises.

5. COMPLAINEE WITH ZONING ORDINANCES: All buildings in said subdivision shall be placed and used upon said lots in

accordance with the present provisions of the Salt Lake County Ordinances related to Zone R-1-10, unless otherwise modified or restricted by the covenants herein.

6. ARCHITECTURAL SUPERVISION:

A. Approval Required. No building or structure shall be erected or placed on any lot without the written approval as to location, height, design and harmony with existing structures first having been obtained from the Undersigned. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above and ground of 2,400 square feet.

B. Procedure. Architectural approval or disapproval shall be in writing. In the event the Undersigned fails to act on a submitted plan within 10 days after it has been submitted, approval will not be required and the plan shall be deemed to have been approved. All decisions of the Undersigned shall be final, and the Undersigned shall not be subject to any liability therefore. Any errors or omissions in the design of any building and any violations of county ordinances are the sole responsibility of the lot owners and/or their designers or architects.

C. Duration. The Undersigned's right of approval shall extend only until such time as a plan has been approved and a home constructed upon each of the above described lots. Any subsequent remodeling or demolition and rebuilding upon any lot shall not be subject to prior approval.

7. VIOLATION OF RESTRICTIONS, PENALTIES: Violation of any of the restrictions, conditions, covenants, or agreements herein

