

3826179

DECLARATION OF PROTECTIVE
COVENANTS FOR WILLOW CREEK HEIGHTS PLACE D EXTENDED SUBDIVISION

Recorded on the _____ day of _____, 1983.

Book _____, Page _____, As Entry No. _____

Records of Salt Lake County, Utah.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following
described real property situate in Salt Lake County, State of Utah, to-wit:

Commonly known as WILLOW CREEK HEIGHTS PLAT D EXTENDED SUBDIVISION

In consideration of the premises and as part of the general plan for
Improvement of the property comprising of Willow Creek Heights Plat D Extended
Subdivision, we do hereby declare the property hereinabove described, subject
to the restrictions and covenants herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1. Planned 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
detached single family dwellings not to exceed two stories in height with a
private garage for not less than two vehicles and for not more than four
vehicles.

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 upon the lot have been approved by the Willow Creek Heights Plat D
Extended Architectural Committee as to quality of workmanship and materials,

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Preferred Securities Inc
REC'D
Sgt. M. M. M. M. M.

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SALT LAKE COUNTY 1981 E 4200 S Suite 110 SLC 84117

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harmony of external design with existing structures, and to location in respect with typography 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 B.

3. Dwelling Quality and Size.

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 1,500 square feet for single story homes. For two story homes the combined footage for both floors shall not be less than 2,000 square feet. For the purposes of these covenants, bi-level or split-level homes shall be considered as single story homes.

4. Building location.

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

(b) No building shall be located nearer than 8 feet to an interior lot line or nearer than 15 feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and 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 any other lot.

5. Construction Time Following Purchase.

The grantee or grantees of any building lot within the subdivision, shall within 18 months from the purchase date of said lot, commence construction or landscaping upon the first 50 foot frontage of purchased lot, and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within 18 months from the date construction is commenced. In the event a

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residence is not constructed in accordance with the above terms and time allotted and is not completed within the term specified, the grantor, their heirs, devisees or assigns shall have the exclusive option to buy said property for the sum initially paid by the grantee in purchase of the property.

6. Easements.

For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots 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, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage or any articles which are unsightly in the opinion of the Willow Creek Heights Plan D Extended Architectural Committee will be permitted unless located in enclosed areas built and designed for such purposes. 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 out building shall be used on any lot at any time as a residence either temporarily or permanently.

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9. Garbage and Refuse disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and 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 material or objects are to be stored on any lot in view of the general public.

10. Animals and Pets.

Dogs, cats or other household pets may be kept as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control.

If in the opinion of the Willow Creek Heights Plat D Extended Architectural Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animals or pets permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

11. Landscaping.

Trees, lawns shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Willow Creek Heights Plat D Extended Architectural Committee.

12. Subdivision of Lots.

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

PART B

WILLOW CREEK HEIGHTS PLAT D EXTENDED ARCHITECTURAL COMMITTEE

1. Membership.

The Willow Creek Heights Plat D Extended Architectural Committee is comprised of David L. Beardshall,, D. Roger Beardshall, and A. Lear Thorpe. A majority of the committee may designate a representative to act for it. In the event of death or resignation of an member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services pursuant to this covenant.

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 which 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 C

GENERAL PROVISIONS

1. Term.

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have 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 every 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 judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

PREFERRED EQUITIES, INC.

By: 

A. Lear Thorpe
President

PROPERTY ENTERPRISES, INC.

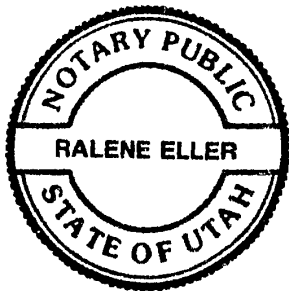
By: 

D. Roger Beardshall

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

On the 3 day of August, 1983, personally
appeared before me, A. Lear Thorpe, who being duly sworn, did say that he is
the President of PREFERRED EQUITIES, INC. and D. Roger Beardshall, who being
duly sworn, did say that he is the Vice President of Property Enterprises
Corporation, and that said instrument was signed in behalf of said corporations
by authority of a resolution of the board of Directors, and said A. Lear Thorpe
and D. Roger Beardshall acknowledged to me that they executed the same.



Ralene Eller
Notary Republic

My Commission Expires: June 3 1986

Residing in Salt Lake City

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