

4029371

- TO -

WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS AND CONDI-  
TIONS AFFECTING THE REAL PROPERTY  
KNOWN AS BIG WILLOW ESTATES #3.

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WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the City of Sandy, Salt Lake County, State of Utah, described as BIG WILLOW ESTATES #3.

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, nypothecated 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:

1. MUTUAL AND RECIPROCAL BENEFITS, ETC. All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created in the above described property and shall be intended to create mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity and contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners and covenants running with the land for the benefit of all other lots in said tract.

2. IMPROVEMENTS.

(a) Type of Structures. No building other, than one single family dwelling house, and any appropriate outbuildings, shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outhouse. No building shall exceed two stories in height, and each shall have an attached private garage for not less than two vehicles.

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(b) Plot Plan. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure upon the lot have been approved by the Big Willow Estates Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and with the overall aesthetic plan for Big Willow Estates Subdivision, and as to location in respect with topography and finish grade elevation. No building shall be located on any lot nearer than 30 feet to the front line or nearer to the side street line than 20 feet; no building shall be located nearer than 8 feet to an interior lot line or nearer than 30 feet to the rear lot line. Cul de sac lots may have front set backs of no less than 20 feet. For purposes of this covenant, eaves, steps, and porches shall not be considered as 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 any other lot. Driveways coming onto 11645 South must provide for turnarounds to eliminate backing onto the street.

(c) Minimum Size of Building. No building shall be constructed with less than 1,600 square feet of living space if a one-story, or 2,300 square feet of living space if a two story building, not including any subterranean level. Every building must have an attached double-car garage, whether a one-story building or a two-story building.

(d) Materials. Brick facings, or brick equivalent, on main floors are required. Wood or stucco board sidings are discouraged.

3. USE. No noxious or offensive trade or activity shall be carried on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No external clothes lines or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless it is in an enclosed area built and designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets, and not on front and side lots unless they are in running condition, properly licensed and are being regularly used. The Architectural Supervising Committee shall be sole judge of which shall be an annoyance or nuisance to the neighborhood.

4. ANIMALS AND PETS. No livestock and poultry shall be permitted; dogs, cats or other household pets may be kept on the premises as permissible with the current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owners' premises and under handlers control.

If in the opinion of the Big Willow Estates Architectural Supervising Committee, any of the upper mentioned 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. All pets must be restrained on their owners property.

5. 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 together with the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. CONSTRUCTION TIME FOLLOWING PURCHASE; LANDSCAPING. The grantee or grantees of any building lot within the subdivision shall within 24 months of the purchase date of said lot, commence construction or landscaping upon the first 30 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 12 months from the date construction is commenced. The front yard and all parking strips shall be landscaped within 12 months of occupancy, and all trees, lawns, shrubs and 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 Architectural Supervising Committee.

7. STREET LIGHTING. The owner of each lot throughout the subdivision is required to install at the time of construction a specified design electric or gas street light upon their respective lots, situated within the front yard of the boundary of their property and shall maintain said street light or lamp at all times in a proper operative condition such that it will operate automatically each night.

8. ANTENNAS. No large ham radio antennas will be allowed; and satellite or microwave dish placement will be subject to Architectural Supervisory Committee requirements.

9. ARCHITECTURAL SUPERVISING COMMITTEE.

(a) 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 member 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 the covenant. At any time, the then record owners of seventy-five percent (75%) of the lot shall have the power through a duly recorded written instrument to

change the membership of the Committee or withdraw from the Committee or restore to it any of its powers or duties. The Architectural Control Committee is composed of STEPHEN N. SHEFFIELD, JUDITH S. KELLER and CHARLOTTE S. MAXFIELD.

(b) Procedure. The Committee's approval or disapproval is required in these covenants and shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

(c) Variance. The Committee may grant a variance from any particular requirement upon application should they conclude such variance would not jeopardize the intent of these protective covenants, however, the Committee shall be the sole judge of this determination.

10. TERM. The term of this Declaration of Protective Covenants, Agreements, Restrictions and Conditions shall be for a period of ten (10) years commencing on the date these covenants are recorded, after which these covenants shall automatically be extended for successive periods of ten (10) years unless an instrument is signed by a majority of the then owners of the lots as may be recorded agreeing to change said covenants in full or in part.

11. 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.

12. 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.

13. ACCEPTANCE OF RESTRICTIONS. All purchases or property described above shall be acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

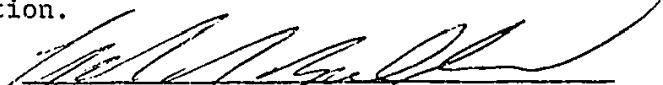
BIG WILLOW INC.

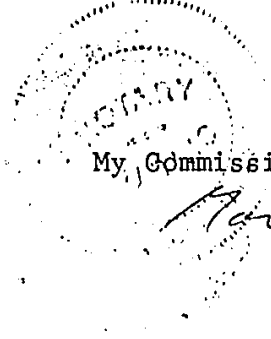
By: Stephen N. Sheffield  
STEPHEN N. SHEFFIELD, President

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

On the 13th day of September, 1983, personally appeared before me STEPHEN N. SHEFFIELD, who being by me duly sworn did say that he, the said STEPHEN N. SHEFFIELD, is the President of BIG WILLOW INC., and that the foregoing instrument was signed by him on behalf of the corporation.

  
NOTARY PUBLIC  
Residing In Salt Lake



My Commission Expires:

*Mar 86*

*33 Exchange Place Suite 100  
Salt Lake 84111*

*01/29*

REC'D  
BIG WILLOW INC.  
SALT LAKE COUNTY, UTAH  
DEC 13 11 08 AM '84  
*Big Willow Inc.*  
PRINCECE GRAY

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