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DECLARATION OF RESTRICTIVE COVENANTS

OF GOLDEN OAKS II

This DECLARATION OF RESTRICTIVE COVENANTS is made this 28 day of April, 1986, by OAK HOLLOW DEVELOPMENT CORPORATION, A Utah Corporation, hereinafter referred to as "Declarant."

RECITALS:

A. Declarant is the owner of certain real property situated in Salt Lake County, State of Utah, which is more particularly described upon Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"). Such Property is a subdivision of record with the Salt Lake County Recorder.

B. Declarant intends to sell the Property restricting it in accordance with a common plan designed to preserve the value and residential qualities of said Property for the benefit of its future owners.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Section 1.1. Land Use and Building Type. No portion of the Property or portion thereof (herein referred to as a "Lot") shall be used except solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height with attached private double or greater capacity car garage. The exterior surface of the front and two sides of a dwelling shall consist of brick or stone, (excluding however block), artificial brick or stone substitutes or such other materials unanimously approved by the Architectural Control Committee. All construction shall be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. No dwelling shall be constructed with a flat roof thereon.

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Section 1.2. Architectural Control. No building shall be commenced, erected, placed, maintained, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Architectural Control Committee (sometimes referred to herein as "Committee" and as created in accordance with the provisions of Section 1.17) as to 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 front building setback line unless similarly approved by the Architectural Control Committee. Approval by the Architectural Control Committee shall be as provided in Section 1.17 hereinbelow.

Section 1.3. Dwelling Size. The main floor area of the main structure of a dwelling, exclusive of open porches and garages shall not be less than: (a) 1800 square feet for ramblers, and (b) 1500 square feet for split entry structures and two or greater story structures provided that two or greater story structures have a total square footage of not less than 2300 square feet (exclusive of basements). All split entry, bi-level split entry, tri-level and one and one-half story homes shall be reviewed by the Committee for purposes of compliance with the size requirements specified herein. Variances to such requirements may be made by the Committee in its absolute decision.

Section 1.4. Building Location. Each building shall be located such that:

(a) 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, provided however that any garage or carport opening which faces onto a street shall be set back at least 25 feet from the street line.

(b) No dwelling shall be located nearer than 8 feet to any interior lot line, except that the combined side yard distances to any interior lot line shall be not less than 16 feet. No dwelling shall be located on any interior Lot nearer than 15 feet to the rear of lot line and accessory buildings may be located within 1 foot of a rear lot line provided that no accessory building located on the rear of a corner lot shall be closer than 10 feet to the side yard lot line of an adjoining lot. Notwithstanding the foregoing, on any interior lot with an attached private garage containing a sufficient number of parking spaces to meet the

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requirement of applicable ordinances, which has minimum side yards as provided herein, the rear yard of the dwelling may be reduced to fifteen (15) feet, provided the garage also has a rear yard of at least fifteen (15) feet. Permitted accessory buildings if approved by the Architectural Control Committee (which approval may be denied in its absolute discretion) may be located not less than 6 feet to the rear of an approved dwelling from any side street line, so long as such buildings do not encroach upon any easements. All such dwellings and accessory buildings must otherwise comply with applicable building codes and zoning regulations.

(c) For the purposes 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.

Section 1.5. Lot Area and Width. No dwelling shall be erected or placed on any Lot having a width of less than 50 feet at the front building setback line nor shall any dwelling be erected or placed on any Lot having an area of less than 9000 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 yard clearances are maintained.

Section 1.6. Easements. Easements for installation and maintenance of utilities and other facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot.

Section 1.7. Nuisances. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Committee will be permitted on a Lot, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front lots and only on side or rear lots with concrete pads approved by the Committee. Such trailers, boats or vehicles may be parked in such approved areas only if they are in running condition, properly licensed and are being regularly used on a frequent basis. No Owner, or any other individual

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shall be permitted to repair or otherwise work on such boats, trailers or vehicles except in enclosed garages.

Section 1.8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be constructed without the prior written consent of the Architectural Control Committee and no such structure shall be used on any Lot at any time as a residence either temporarily or permanently. No mobile homes shall be parked, placed, installed or stored upon any Lot.

Section 1.9. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than four square feet advertising the property for sale or rent, or signs approved by the Declarant and used by a builder to advertise the property during the construction and sales period.

Section 1.10. 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.

Section 1.11. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No Owner shall be permitted to maintain an incinerator. 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 object of any kind are to be stored on any Lot in view of the general public.

Section 1.12. 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.

Section 1.13. 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 interfere with established slope ratios, create erosion or sliding problems, or which may change the

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direction of flow of drainage channels or obstruct or retard the flow of water through drainage pipes or channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot.

Section 1.14. Fences. All fences constructed on any Lot shall be of brick or block or durable wood materials capable of enduring prevailing weather conditions, but such fences (with the exception of footings wherein concrete is permitted) shall not be constructed of concrete or other materials resembling concrete. All fences to be constructed and thereafter maintained shall be consistent in color, height, location and design with other fences on or adjacent to the Property; and shall be constructed and maintained consistent with all applicable ordinances and regulations. No fence shall be constructed on any Lot without the prior written approval of the Architectural Control Committee as to location, height, color, design and materials.

Section 1.15. Landscaping. Owner shall at all times keep his Lot free of weeds and debris and shall within one (1) year after construction of dwelling upon such Lot landscape all front and side yards in a manner acceptable to the Architectural Control Committee.

Section 1.16. Exterior Maintenance. Each Owner shall maintain and otherwise keep his Lot and all improvements thereon in good order and repair.

Section 1.17. Architectural Control Committee. The Architectural Control Committee shall consist of three (3) individuals elected by a majority of owners of Lots and is initially composed of Paul Turville, Arnold White, and Norman Egan. 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 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 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. 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 any plans, specifications, design, location or other proposed action within thirty (30) days after the same has been submitted to them in writing, approval will not be required, and all applicable covenants and requirements shall be deemed to have been fully satisfied.

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ARTICLE II

GENERAL PROVISIONS

Section 2.1. Enforcement. The Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions and covenants, now or hereafter imposed by the provisions of this Declaration. Failure by the Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Owner in violation of any restriction, condition or covenant shall, in addition to any other obligation it may be responsible for, be liable for the costs of enforcement and collection including but not limited to reasonable attorneys' fees.

Section 2.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of Thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the twelve month period subsequent to recordation of this Declaration by Declarant, without the consent of any owner, in order to obtain approval of the subdivision by the Federal Housing Administration and/or the Veteran's Administration and to modify, delete or add provisions to the Declaration which Declarant believes to be in the best interest of owners, provided that such modifications, deletions and/or additions do not materially diminish the rights and benefits granted to the owners as provided herein. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any such amendment shall recite that the requirements for amendment, have been complied with, must be executed and acknowledged by the Committee and thereafter recorded in the Official Records of the Office of the Salt Lake County, Recorder, State of Utah.

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IN WITNESS WHEREOF, the undersigned, being the
Declarant herein, has hereunto set its hand and seal this
28 day of April, 1986.

DECLARANT:
OAK HOLLOW DEVELOPMENT
CORPORATION

Attest:

Janice Turville
By Janice Turville
Its Secretary

By Paul Turville
Paul Turville
Its President

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 28 day of April, 1986, personally appeared
before me Paul Turville and Janice Turville, who being duly
sworn did say, each for himself, that he, the said Paul
Turville is the President, and she, the said Janice Turville
is the Secretary of Oak Hollow Development Corporation, and
that the written and foregoing instrument was signed in
behalf of said corporation by authority of a resolution of
its board of directors and said Paul Turville and Janice
Turville each duly acknowledged to me that said corporation
executed the same and that the seal affixed is the seal of
said corporation.

My Commission Expires:

April 15, 1989

Samuel L. [Signature]
NOTARY PUBLIC, Residing at:

San H. [Signature]

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EXHIBIT "A" TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GOLDEN OAKS II

EX-5761-1033

EXHIBIT "A"

BEGINNING AT A POINT North 0°06'54" East along the Section Line 652.33 feet and West 695.00 feet from the East Quarter Corner of Section 2, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 270.00 feet; thence South 2.93 feet; thence South 89°49'05" West 353.35 feet; thence North 0°04'56" East 496.00 feet; thence East 305.42 feet; thence South 29°39'00" East 43.07 feet; thence North 12.42 feet; thence South 29°39'00" East 537.51 feet to the point of BEGINNING. (To be known as Golden Oaks No. 2 Subdivision).

APR 20 1986

Recorded _____ at 3:00 pm

Request of Walter K. Hall

KATIE L. DUGGILL, Recorder
Salt Lake County, Utah

8:19:00 By Patricia R. Brown Deputy
REC. PATRICIA R. BROWN

4885 to 9th East #306

S.L.C. Utah 84117

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