

4262400

2150

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

JUN 17 10 19 AM '86

Cornelius Development Co.
REC OF

DEP
JEDD BOGENSEN
JEDD BOGENSEN

DECLARATION OF RESTRICTIONS

This DECLARATION OF RESTRICTIONS made this 15th day of May, 1986, by CORNELIUS DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant."

P.O. Box 186
American Fork, ut.
84003

Recitals

- A. Declarant is the owner of Willowcreek Oaks Subdivision, a subdivision of record with the County Recorder, Salt Lake County, State of Utah.
- B. Declarant intends to sell the above described property restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land for the benefit of its future owners.

Declarant declares that the above described real property shall be held, transferred, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property:

- 1. Land 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 one detached single-family dwelling not to exceed two and one-half stories in height and have not less than a two car garage. All construction is to be of new materials. Used brick may be used with prior written approval of the Architectural Control Committee.
- 2. Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,950 square feet for a one-story dwelling, nor less than 2,400 square feet for a dwelling of two stories above ground. Split entries, bi-level splits, tri-levels, and one-story and a half homes, etc. shall all be reviewed and defined as to what square footage requirement or requirements would apply to them by the Architectural Control Committee. Variance of this covenant may be granted only by the Architectural Control Committee.
- 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision map.
- 4. 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.
- 5. Landscaping. No individual shall occupy their home for more than 60 days without front landscaping being complete. Variance of this covenant may be granted only by the Architectural Control Committee.
- 6. 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.

BOOK 5779 PAGE 571

7. **Parking Vehicles, Boats, Etc.** No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes, etc. shall be parked or stored on a public street or right-of-way for more than 24 consecutive hours. None of the above may be kept on the premises unless garages, sheds, parking stalls, etc. are provided.
8. **Maintenance of Lots.** All lots (improved or unimproved) shall be kept free of rubbish, weeds, etc. and must be maintained in such a manner as to not detract from the residential quality of the subdivision. Sidewalks, curbs, and gutters must be kept clean, unobstructed, and in good repair.
9. **Architectural Control.** No building shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, materials, size, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation. No fences or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
10. **Architectural Control Committee.** The Architectural Control Committee is composed of John Heiner, Boyd Draper, and Barry Durrant. 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, to withdraw from the committee, or to restore to it any of its powers and duties.
11. **Committee Procedures.** 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 ten 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.
12. **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 30 years from the date these covenants are recorded. After this 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 has been recorded agreeing to change said covenants in whole or in part.
13. **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.

14. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions the day and year first above written.

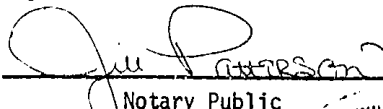
DECLARANT:

CORNELIUS DEVELOPMENT CORPORATION
A Utah Corporation

By: 
John Heiner, President

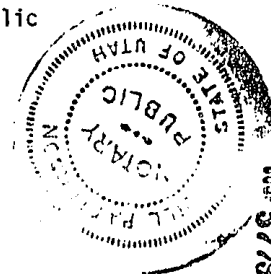
Attest: 
Barry Durrant
Assistant Secretary

On the 15th day of May, 1986, A.D. personally appeared before me John Heiner and Barry Durrant who being by me duly sworn did say, each for himself, that he, the said John Heiner, is the President, and he, the said Barry Durrant, is the Assistant Secretary of Cornelius Development 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.


Notary Public

My commission expires March 15, 1989

My residence is American Fork, Utah



NO. 5779 PSE. 573