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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WILLOW CREEK ROAD TERRACE
411 W 7200 S SUITE 103 MIDVALE, 8404

REC BY: D DANGERFIELD , DEPUTY

AMENDED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
AFFECTING THE REAL PROPERTY KNOWN AS
WILLOW CREEK ROAD TERRACE PLAT D

The undersigned, being the owner of a majority of lots in the subdivision described as Willow Creek Terrace Plat D, Sandy, Utah desiring to develop a residential area of distinctive and individual character and to provide means by which such character may be safeguarded and protected, does hereby amend the previously recorded Declaration of Protective Covenants, Conditions and Restrictions to be as follows:

Part A. RESIDENTIAL AREA COVENANTS.

A-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 2½ stories or 35 feet in height and a private garage for not less than two or more than three cars.

A-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 have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design and size 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 minimum building setback line unless similarly approved. Approval shall be as provided in Part C.

A-3. DWELLING QUALITY AND SIZE.

All dwellings shall be of a quality of workmanship and materials equal to or better than that which is on the existing

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homes in the subdivision. For a one-story dwelling the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1800 square feet. Multilevel homes shall have a minimum of 1800 square feet on the ground floor level and the elevated level combined. Two-story homes shall have a minimum of 1200 square feet on the ground floor.

A-4. BUILDING LOCATION.

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

(b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as 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 another lot.

(d) With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 15 feet to any street line, where the natural elevation of the lot along the established minimum building setback line is more than eight feet above or below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 15 feet to any street line.

A-5. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Within these easements, no structure, planting, or other material 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot 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.

A-6. NUISANCES.

No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, or boats, or other vehicles are to be stored on street or front and side lots unless they are in running condition, properly licensed and are being regularly used.

A-7. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-8. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 8 square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales period.

A-9. 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.

A-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 or in unreasonable quantities. As used herein, "unreasonable quantities" shall be deemed to limit the number of dogs and cats to two (2) each. All such pets are to be restrained to the owners premises unless on a leash under handler's constraint.

A-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 and out of sight from the general traffic.

A-12. FENCES AND SIGHT DISTANCE AT INTERSECTIONS.

No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line. Furthermore, no fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-13. ANTENNA.

No large or otherwise unusual exterior radio and/or television antennas shall be erected or maintained on the property without the written approval of the Architectural Committee. Their decision will be final in each instance.

A-14. NO FURTHER SUBDIVIDING.

No lot may be further subdivided nor any easement or other interest therein less than the whole be conveyed by the owner thereof without the prior written approval of the Architectural Committee; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Architectural Committee for the transfer or sale of any lot to more than one person to be held by them as tenants in common or joint tenants.

PART B. ARCHITECTURAL CONTROL COMMITTEE.

B-1. MEMBERSHIP.

The Architectural Control Committee is composed of William G. Bangerter, 542 South Alpine Highway, Alpine, Utah; Grant H. Bangerter, 5451 West 10180 North, Highland, Utah; Mark L. Wahlquist, 6700 South 1495 East, Salt Lake City, Utah 84121. 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 recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee any of its powers and duties.

B-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 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.

C-1. 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 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by the then owners of a majority of the lots has been recorded agreeing to change said covenants in whole or in part.

C-2. MODIFICATIONS.

These covenants may be modified at any time by an instrument signed by the owners of a majority of the lots.

C-3. 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.

C-4. SEVERABILITY.

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

DATED this 20 day of April, 1989.

WILLOW CREEK ROAD TERRACE, LTD.

By Wm. Grant Bangerter
WILLIAM GRANT BANGERTER
General Partner

On the 20 day of April, A.D. 1989
personally appeared before me Wm. Grant Bangerter
the signer of the within instrument, who duly acknowledged to me that he
executed the same.

Mark L. Walker
Notary Public
SALT LAKE COUNTY, UTAH
COM. Exp. 12-22-91

My commission expires 12/22/91 Residing in Salt Lake

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