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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
WALDEN RIDGE SUBDIVISION PHASE III

5015943
25 JANUARY 91 12:11 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
LEON PETERSON DEVELOPMENT
220 S 2ND E SUITE 300 SLC, 84111
REC BY: REBECCA GRAY , DEPUTY

THIS DECLARATION MADE THIS 23rd DAY OF JANUARY, 1991 BY Leon Peterson

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF CERTAIN REAL PROPERTY IN MURRAY CITY WHICH IS IN SALT LAKE COUNTY, STATE OF UTAH, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

All of lots 301 thru 325, incusive, Walden Ridge Subdivision Phase III according to the official plat thereof.

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NOW, THEREFORE, DEVELOPER AND HOMEOWNERS HEREBY DECLARE THAT ALL OF THE PROPERTY DESCRIBED ABOVE SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, 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 PROPERTIES OR ANY PART THEREOF, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL INSURE TO THE BENEFIT OF EACH OWNER THEREOF.

ARTICLE I
DEFINITIONS

SECTION 1. "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT WHICH IS PART OF THE COMMUNITY.

SECTION 2. "COMMUNITY" SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY HEREINBEFORE DESCRIBED.

SECTION 3. "LOT" SHALL MEAN AND REFER TO ANY PLOT OF LAND SHOWN UPON ANY RECORDED SUBDIVISION MAP OF THE COMMUNITY.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

EXCEPT AS PROVIDED IN THIS DECLARATION, NO BUILDING OR OTHER STRUCTURE SHALL BE CONSTRUCTED UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY AN ARCHITECTURAL CONTROL COMMITTEE COMPOSED OF THE DEVELOPER OR HIS ASSIGNEES.

ARTICLE III
USE RESTRICTIONS

SECTION 1. **LAND USE AND BUILDING TYPE.** EXCEPT FOR CONSTRUCTION PURPOSES, BUILDINGS SHALL BE ERECTED, ALTERED, REPAIRED, RESTORED, REPLACED OR PERMITTED TO REMAIN ON ANY LOT FOR SINGLE FAMILY RESIDENTIAL PURPOSES ONLY AND FOR NO OTHER PURPOSE. ALL RESIDENCE SHALL HAVE A MINIMUM MAIN FLOOR LIVING SPACE OF 1450 SQUARE FEET FINISHED FOR A RAMBLER OR MAIN LIVING AREA OF A TRI-LEVEL AND 1800 SQUARE FEET FINISHED IN A TWO-STORY. ALL RESIDENCE SHALL HAVE AN ATTACHED (2) TWO CAR GARAGE. ALL ROOFING SHALL BE OF A FIRE RESISTANT MATERIAL. THE EXTERIOR BUILDING PRODUCT SHALL BE AT LEAST THREE-QUARTERS (3/4) MASONRY, STONE OR STUCCO. NO OTHER EXTERIOR BUILDING PRODUCT SHALL EXCEED ONE-QUARTER (1/4) OF THE COMPLETED EXTERIOR OF ANY COMPLETED STRUCTURE., AND MAY NOT BE USED ON THE FRONT OR SIDES OF THE STRUCTURE.

SECTION 2. **ANIMALS.** NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT. HOWEVER, DOGS, CATS, AND OTHER COMMON HOUSEHOLD PETS MAY BE KEPT ON LOTS SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE ADOPTED BY THE COMMUNITY SO LONG AS THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR PROFIT. OWNER MUST CLEAN UP AFTER ANY PET EITHER WHILE WALKING THAT PET ON A LEASH OR IN HOUSING PET ON HIS LOT.

SECTION 3. **INITIAL LANDSCAPING.** IT SHALL BE THE RESPONSIBILITY OF EACH INDIVIDUAL OWNER TO INSTALL AND MAINTAIN FRONT LANDSCAPING WITHIN 1 YEAR (365 DAYS) OF THE DATE OF COMPLETION OF RESIDENCE. LANDSCAPING SHALL INCLUDE BUT NOT BE LIMITED TO BERMING, LAWN AND FOLIAGE. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO COMPLETE THE REMAINDER OF LANDSCAPING WITHIN TWO (2) YEARS OF THE COMPLETION OF THE RESIDENCE. IT SHALL BE THE CONTINUING DUTY OF THE RESPECTIVE OWNERS TO MAINTAIN, REPAIR, REPLACE THE LANDSCAPED AREAS ON AND AROUND THEIR INDIVIDUAL LOTS.

SECTION 5. **SIGNS.** NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT: (1) SIGNS BY THE DEVELOPER OR THE DEVELOPER'S AGENTS TO ADVERTISE THE COMMUNITY AND LOTS FOR SALE DURING THE CONSTRUCTION AND SALES PERIOD FOR LOTS IN THE COMMUNITY; OR (2) ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING AN OWNER'S RESIDENCE OR LOT FOR RESALE.

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SECTION 6. NUISANCES. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE COMMUNITY.

SECTION 7. GARBAGE, REFUSE DISPOSAL AND WEEDS. NO LOT SHALL BE USED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. EACH LOT SHALL BE KEPT FREE FROM WEEDS AND OTHER UNSIGHTLY OR HAZARDOUS OBJECTS AND CONDITIONS.

SECTION 8. EXCEPTIONS AND COMPLETING IMPROVEMENTS. NO EXCAVATION SHALL BE MADE ON ANY LOT EXCEPT IN CONNECTION WITH THE ERECTION, ALTERATION OR REPAIR OF A DWELLING OR OTHER IMPROVEMENT THEREON. AFTER EXCAVATION, ERECTION, ALTERATION OR REPAIR OF A STRUCTURE OR OTHER IMPROVEMENT HAS ONCE BEGUN, THE WORK MUST BE PURSUED DILIGENTLY AND COMPLETED WITHIN A REASONABLE TIME BUT NEVER LONGER THAN SIX (6) MONTHS.

SECTION 9. PERSONAL PROPERTY; VEHICLES. LOT OWNERS SHALL STORE THEIR PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION, BOATS, RECREATIONAL VEHICLES, AUTOMOBILES, TRUCKS, CAMPERS, MOTORCYCLES, OR OTHER MOTOR VEHICLES INSIDE THEIR RESIDENTIAL STRUCTURES OR ON CONCRETE PADS AT THE FRONT, SIDE OR REAR OF THEIR STRUCTURES AND NOT ON ANY STREET WITHIN THE COMMUNITY. NO VEHICLES MENTIONED SHALL BE STORED IN SUCH A WAY AS TO BECOME A HAZARD OR UNSIGHTLY TO THE COMMUNITY.

SECTION 10. TEMPORARY BUILDING. EXCEPT FOR TEMPORARY BUILDINGS ERECTED BY THE DEVELOPER OR HIS AGENT(S), NO TENTS, TRAILERS, VANS, SHACKS, TANKS, OR TEMPORARY ACCESSORY BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OR PERMITTED TO REMAIN ON ANY LOT WITHOUT THE WRITTEN CONSENT OF THE COMMUNITY AS REPRESENTED BY THE CONTROL COMMITTEE.

SECTION 11. NO SUBDIVIDING. EXCEPT FOR THE DEVELOPER, NO OWNER SHALL SELL, TRANSFER, CONVEY, DEDICATE OR INCUMBER A PORTION OF HIS LOT TO ANOTHER.

SECTION 12. EFFECT OF CONDITIONS, COVENANTS AND RESTRICTIONS. IT IS HEREBY EXPRESSLY UNDERSTOOD THAT THESE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BECOME IN FORCE UPON RECORDING OF THIS DOCUMENT. NO PREVIOUS COVENANTS, CONDITIONS AND RESTRICTIONS HAVE BEEN RECORDED BUT BECAUSE OF THE DESIRE OF THE COMMUNITY AND THE DEVELOPER TO PROTECT AND KEEP DESIREABLE THE COMMUNITY ALL OWNERS AND THE DEVELOPER HAVE ADOPTED THESE COVENANTS, CONDITIONS AND RESTRICTIONS TO FORTHWITH TAKE EFFECT IMMEDIATELY UPON RECORDING. IT IS ALSO EXPRESSLY UNDERSTOOD THAT THIS DOCUMENT IS FOR FUTURE ENFORCEMENT AND MAY NOT BECOME RETROACTIVE FOR LOTS OR RESIDENCES ALREADY PURCHASED, UNDER CONSTRUCTION OR COMPLETED IN REFERENCE TO THE SIZE, TYPE AND MATERIALS OF CONSTRUCTION.

ARTICLE IV

SECTION 1. ENFORCEMENT. ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDINGS AT LAW OR IN EQUITY ALL RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS NOW OR HEREAFTER EXISTING IN THIS DECLARATION. FAILURE BY ANY OWNER TO ENFORCE ANY COVENANTS OR RESTRICTIONS HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO HEREAFTER EXCEPT AS EXPRESSLY EXPLAINED IN ARTICLE III, SECTION 12.

SECTION 2. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENT OR COURT ORDER SHALL NOT AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 3. AMENDMENT. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE OF RECORDING AFTER WHICH TIME THEY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWO YEARS BY AN INSTRUMENT SIGNED BY A MAJORITY OF THE LOT OWNERS AND DURING THE NEXT EIGHTEEN (18) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN NINETY PERCENT (90%) OF THE LOT OWNERS AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY FIVE PERCENT (75%) OF THE LOT OWNERS. AN AMENDMENT MUST BE RECORDED.

SECTION 4. SUCCESSORS AND ASSIGNS. THE DEVELOPER MAY CONVEY, ASSIGN AND TRANSFER ALL OF ITS RIGHTS, TITLE AND INTEREST IN THE COMMUNITY AND THIS DECLARATION WITHOUT OBJECTION FROM ANY PERSON OR ENTITY INCLUDING THE OWNER.

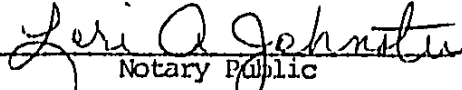
SECTION 5. EXCEPTION FOR DECLARATION. NOTWITHSTANDING THE RESTRICTIONS CONTAINED IN ARTICLE III FOR A FIVE (5) YEAR PERIOD FOLLOWING THE DATE ON WHICH THIS DECLARATION IS FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH, DEVELOPER SHALL HAVE THE RIGHT TO USE ANY LOT OWNED BY IT, REASONABLE NECESSARY OR APPROPRIATE, IN FURTHERANCE OF ANY CONSTRUCTION, MARKETING, SALES, PROMOTIONAL OR OTHER ACTIVITIES DESIGNED TO ACCOMPLISH OR FACILITATE IMPROVEMENT OF THE COMMUNITY OR IMPROVEMENTS FOR THE SALE OF LOTS OWNED BY THE DEVELOPER.

Dated this 24th day of January, 1991.



Leon Peterson

Subscribed and sworn before me this 24th day of January, 1991.

 residing at SLC, Utah.
Notary Public

My Commission expires 3/25/91.

