

AFTER RECORDING RETURN TO:  
MERRILL R. JENSEN  
10493 WEEPING WILLOW DRIVE  
SANDY, UTAH 84070

FIRST AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR  
LITTLE WILLOW ESTATES #1

WHEREAS, that certain declaration of Protective Covenants for LITTLE WILLOW ESTATES #1, Salt Lake County, State of Utah (hereinafter "Protective Covenants") was filed on March 28, 1975, as Entry No. 2694859 in Book 3817 at Pages 306-310, Official Records, Salt Lake County Recorder;

WHEREAS, pursuant to said Protective Covenants, a majority of the owners of lots may by signed instrument change said Protective Covenants in whole or in part; and

WHEREAS, the owners of a majority of the residential lots in the recorded subdivision have agreed to amend said Protective Covenants as set forth herein, and do hereby amend said Protective Covenants;

NOW, THEREFORE, the undersigned owners, constituting a majority of lot owners of said subdivision, hereby amend the Protective Covenants, effective, nunc pro tunc, March 1, 1985 to read as follows:

PROTECTIVE COVENANTS

We the undersigned are owners of the following described real estate located in the City of Sandy, State of Utah, to-wit:

LITTLE WILLOW ESTATES #1

A subdivision of part of the Northwest 1/4 of Section 18, Township 3 South, Range 1 East, Salt Lake Base & Meridian, according to the recorded official plat thereof.

Hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said property may be put, hereby specifying that said declarations shall constitute covenants to run with all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said property, this declaration of restrictions being designed for the purpose of keeping said property desirable, uniform, and suitable in architectural design and use as herein specified:

PART B. AREA OF APPLICATIONS. Fully Protected Residential Area: The residential area covenants in Part C in their entirety and shall apply to the development heretofore mentioned.

PART C. RESIDENTIAL AREA COVENANTS. (1) Land Use and Building Type: No lot

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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 stories in height and a private garage or carport for not more than three cars. All construction to be of new materials, except that used brick may be used, if approved by the Architectural Control Committee.

(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 external 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 minimum building setback line unless similarly approved. Approval shall be as provided in PART D.

(3) Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$17,000 excluding lot based upon costs levels prevailing on the date these covenants are recorded; it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein. Main structure exclusive of one-story open porches and garages, shall be not less than 1050 square feet.

(4) Building Location: (a) The minimum side yard of any dwelling shall be eight (8) feet, and the total width of the two required side yards shall not be less than eighteen (18) feet. Other main buildings shall have a minimum side yard of twenty (20) feet, and the total width of the yards shall not be less than forty (40) feet. The minimum side yard for accessory buildings shall be eight (8) feet if said accessory buildings are located less than six (6) feet in the rear of the main building. For accessory buildings all parts of which are located at a distance of greater than six (6) feet in the rear of the main building, no minimum side yard shall be required provided the walls are constructed of

fire-resistive materials of two (2) hours of more. Accessory buildings having walls which are not constructed of such fire-resistive materials shall have a side yard of at least eight (8) feet. No accessory building shall be located closer than ten (10) feet to a dwelling on an adjoining lot. On corner lots the side yard which faces on a street for both main and accessory buildings shall not be less than fifteen (15) feet, or the average of existing adjoining buildings, whichever is greater, provided that in no case shall the side yard be less than fifteen (15) feet or be required to be more than twenty (20) feet.

(b) The minimum depth of the front yard for main buildings and for private garages which have a minimum side yard of eight (8) feet shall be twenty (20) feet or the average of the existing buildings, whichever is greater, provided that in no case shall the front yard be less than twenty (20) feet or be required to be more than thirty (30) feet. All accessory buildings, other than private garages which have a side yard of at least eight (8) feet, shall be located at least six (6) feet in the rear of the main building.

(c) The minimum depth of the rear yard for any main building shall be thirty (30) feet, except that on corner lots the depth of the rear yard for main buildings having an attached garage or carport may be less than thirty (30) feet but shall not be less than twenty (20) feet. Accessory buildings shall be located at least one (1) foot from the property line, except that on corner lots accessory buildings shall be located not closer than ten (10) feet to the rear property line.

(5) Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than one half acre, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat.

(b) Each dwelling shall have a finished parking area large enough to accommodate the parking of two (2) automobiles. This finished parking area will have egress and ingress to and from the public street or road nearest to the dwelling itself.

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(6) 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 that which may change the direction of flow of drainage channels in the easements or that which may obstruct or retard the flow of drainage channels in the easements or 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.

(7) Nuisances: No noxious or offensive activity shall be carried on 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 in carports unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are regularly used.

(8) 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.

(9) Signs: No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than one square foot; one sign of not more than five square feet of advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

(10) 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.

(11) a. Livestock and Poultry: Five (5) total horses or cows in any combination. Poultry may be kept in lieu of cows and horses provided that the following numbers are not exceeded. 25 chickens, 5 turkeys, 4 ducks, 10 pigeons. A combination of animals may be kept provided that in all categories the number of each kind is not more than 1/2 of the allowed number if kept singly. 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. All animals and/or fowl shall be properly cared for including, but not limited to, proper shelter and adequate feeding. The shelters shall be painted and maintained in a sanitary condition. All animals and fowl must be kept only for the owner's personal use and consumption and not for any commercial purpose.

(12) 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 for the storage or disposal of such material shall be kept in a clean and sanitary condition. 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 objects are to be stored on any lot in view of the general public.

**PART D. ARCHITECTURAL CONTROL COMMITTEE.**

(1) Membership: The initial Architectural Control Committee is composed of G. Eldon Roberts, George A. Dansie and Enoch Bautista. 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

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or to withdraw from the committee or restore to it any of this powers and duties. When a member of the Architectural Control Committee resign, dies, or moves from the area, or in any other way cannot carry out his duties the two remaining members shall designate a new committee member. All committee members must live within the subdivision with the exception of the initial committee.

(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. This however, does not alter the home owners responsibility under PART C.

PART E. GENERAL PROVISIONS.

(1) Terms: 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 forty years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods 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.

(2) 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.

(3) 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.

(4) Counterparts: This instrument may be executed in counterparts and once signed by a majority of lot owners shall constitute a binding amendment to the Protective Covenants.

(5) Incorporation of Signatures by Reference. The signatures of lot owners attached hereto are incorporated herein by reference.

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LOT NO. 1	<u>James R. Tate</u>	<u>2-15-93</u>	DATE
			DATE
LOT NO. 2	<u>Robert E. Ebbel</u>	<u>2/15/93</u>	DATE
	<u>Barbara J. Ebbel</u>	<u>2/15/93</u>	DATE
LOT NO. 3	<u>Wanda Hunger</u>	<u>2/15/93</u>	DATE
	<u>Wanda Hunger</u>	<u>2/15/93</u>	DATE
LOT NO. 34	<u>Dale Handy</u>	<u>2/15/93</u>	DATE
	<u>Barbara A. Handy</u>	<u>2/15/93</u>	DATE
LOT NO. 5	<u>Michael Crow</u>	<u>2/15/93</u>	DATE
			DATE
LOT NO. 32	<u>Jackie M. Olson</u>	<u>15 Feb 1993</u>	DATE
	<u>Sandra Olson</u>		DATE
LOT NO. 31	<u>Bruce Helin</u>	<u>2-15-93</u>	DATE
	<u>Josephine Dyer</u>	<u>2-15-93</u>	DATE
LOT NO. 30	<u>Don E. Peterson Jr</u>	<u>2-15-93</u>	DATE
	<u>Janice Peterson</u>	<u>2-15-93</u>	DATE
LOT NO. 6	<u>Ruby Emerson</u>	<u>2-15-93</u>	DATE
	<u>Beverly Emerson</u>	<u>2-15-93</u>	DATE
LOT NO. 7	<u>Boris W. Schmidt</u>	<u>2-15-93</u>	DATE
	<u>Debra Schmidt</u>	<u>2-15-93</u>	DATE
LOT NO. 8	<u>Mark S. Dubay</u>	<u>2-15-93</u>	DATE
	<u>Rachelle Dickey</u>	<u>2-15-93</u>	DATE
LOT NO. 18	<u>Minell R. Jordan</u>	<u>2-15-93</u>	DATE
			DATE
LOT NO. 10	<u>Katie B. Oman</u>	<u>2-15-93</u>	DATE
	<u>David Oman</u>	<u>2-15-93</u>	DATE

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LOT NO. 4	<u>Neil Conrad</u>	<u>2-15-93</u>	DATE
LOT NO. 4	<u>Sharon Conrad</u>	<u>2/15/93</u>	DATE
LOT NO. 11	<u>Stephan Waitkevich</u>	<u>2/15/93</u>	DATE
	<u>Wendy Waitkevich</u>	<u>2/15/93</u>	DATE
LOT NO. 24	<u>Freddie J. Ash</u>	<u>2/15/93</u>	DATE
	<u>Louella J. Ash</u>	<u>2-15-93</u>	DATE
LOT NO. 23	<u>Elyse Swenson</u>	<u>2-15-93</u>	DATE
LOT NO. 20	<u>William Robbins</u>	<u>2-15-93</u>	DATE
	<u>Christine Robbins</u>	<u>2-15-93</u>	DATE
LOT NO. 19	<u>Shelly Swenson</u>	<u>2-15-93</u>	DATE
	<u>David K Swenson</u>	<u>2/15/93</u>	DATE
LOT NO. 16	<u>Joe Ann Roberts</u>	<u>2/15/93</u>	DATE
LOT NO. 9	<u>John A. Roberts</u>	<u>2-15-93</u>	DATE
	<u>Janita K. Roberts</u>	<u>2-15-93</u>	DATE
LOT NO. 29	<u>Randy E. Ruffen</u>	<u>2-15-93</u>	DATE
	<u>Christine E. Ruffen</u>	<u>2-15-93</u>	DATE
LOT NO. 15	<u>Louise Dancer</u>	<u>2-16-73</u>	DATE
	<u>Mark Dancer</u>	<u>2-16-73</u>	DATE
LOT NO. _____	_____	_____	DATE
LOT NO. _____	_____	_____	DATE
LOT NO. _____	_____	_____	DATE
LOT NO. _____	_____	_____	DATE
LOT NO. _____	_____	_____	DATE

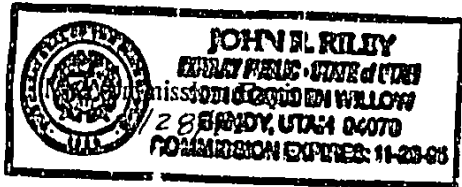
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STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF SALT LAKE )

ON this 15th day of February, 1993, before me, a notary public, personally appeared JUNE R. TATE, ROBERT M. EKBLAD, BARBARA J. EKBLAD, GREG HUNGER, WANDA HUNGER, DALE HARDY, BARBARA A. HARDY, MICHAEL CROOK, JOCKE M. OLSON, SANDRA OLSON, BRAD NELSON, KATHY NELSON, DON E. PETERSEN, JR., JEANNIE PETERSEN, ROCKY EMERSON, BELINDA EMERSON, DORIS ANN RICHARDS, SCOTT RICHARDS, MARK DICKEY, RACHELE DICKEY, MERRILL R. JENSEN, ELLIE B. OMAN, DAVID OMAN, CLIF CONRAD, SHARON CONRAD, STEPHEN WAITKEVICH, WENDY WAITKEVICH, FREDRICK ASH, LOUELLA J. ASH, ELIZABETH SWENSON, MATHEW ROBBINS, ROBERTA ROBBINS, SHELLY SWENSON, DAVID K. SWENSON, ZOE ANN ROBERTS, JOHN G. ROBERTSON, LINDA K. ROBERTSON, TRUDY E. KEFFER, and AUSTIN L. KEFFER, personally known to me to be the persons whose names are subscribed to on this instrument, the FIRST AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR LITTLE WILLOW ESTATES #1, and acknowledged that he they executed the same.

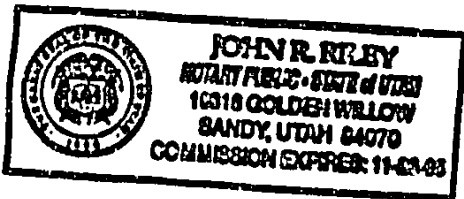


*John R. Riley*  
NOTARY PUBLIC  
Residing at: 10318 GOLDEN WILLOW  
SANDY, UTAH 84070

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

ON this 16th day of February, 1993, before me, a notary public, personally appeared LOUISE DAVEE, MICK DAVEE, LEON J. PETERSEN AND DEBBIE PETERSEIN, personally known to me to be the persons whose names are subscribed to on this instrument, the FIRST AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR LITTLE WILLOW ESTATES #1, and acknowledged that he they executed the same.

My Commission Expires:  
11/28/95



*John R. Riley*  
NOTARY PUBLIC  
Residing at: 10318 GOLDEN WILLOW  
SANDY, UTAH 84070

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17 FEBRUARY 93 08:43 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MERRILL R. JENSEN  
REC BY: KARMA BLANCHARD, DEPUTY

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