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WILLOW CREEK NO. 4

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owners of the following described real property located in Salt Lake County, State of Utah:

Lots 1 through 12 inclusive, of the Willow Creek No. 4 Subdivision according to the plat thereof as recorded in the office of the County Recorder of said County,

do hereby establish the nature of the use and enjoyment of all lots in said subdivision do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

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 stories in height above top back curb elevation and a private garage for no less than three vehicles. All construction shall be of new materials.
2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and 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 C.
3. Dwelling Quality and Size. All dwellings shall be of quality workmanship and materials as approved by the Architectural Control Committee. The main floor of the main structure, exclusive of one-story open porches and garages, shall be no less than 2,200 sq. ft. for ramblers, split-entries and tri-levels (main floor of the main structure defined as living room, and/or family room, kitchen/dining, bedrooms and bathrooms). The main floor of two-story structures shall be no less than 1,500 sq. ft. with a total of 3,000 sq. ft. finished. Exceptions to square footage requirements shall be granted on lots 7, 8, 9, 10, 11, and 12 due to unusual terrain limitations. The minimum acceptable home square footage requirements for these lots shall be 1,750 sq. ft. for ramblers, split-entries and tri-levels and 2,500 sq. ft. total finished square footage for two-stories. Exteriors shall be of brick, stucco (acrylic preferred), wood, rock or combinations of aforementioned materials or other masonry materials as approved by the Architectural Control Committee. Aluminum siding for exterior materials (except soffits and fascia) is prohibited unless specifically approved by committee. Possible exceptions may be for items such as bay windows.
4. Building Location.
 - (a) No building shall be located on any lot nearer the front lot line or nearer to the side street line than the minimum building setback lines as defined by Salt Lake County. In any event, no building shall be located any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line for corner lots.
 - (b) No dwelling shall be located nearer than five feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 25 feet or more from the minimum front setback line. No main building shall be located on any interior lot nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located within one foot of the rear lot line, so long as such buildings do not encroach upon any easements.
 - (c) For the purpose of these covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of any building on a lot to encroach upon another lot.

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
PERRY D. FRANSEN
REC BY: DELORES MIERA, DEPUTY

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5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width less than 80 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.
6. Easement. 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 the flow of drainage channels in the easements, or which 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 those improvements for which a public authority or utility company is responsible. Some damage to oak brush may occur during installation of utilities. Purchaser of lot agrees to hold Seller harmless if damage to oak brush occurs during installation of improvements.
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 unenclosed areas. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front side lots unless they are being loaded, unloaded, or washed. Any such vehicle shall be stored so as not to be seen from the adjoining street or stored in an offsite storage facility.
8. Temporary Structures. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other out buildings 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 on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder/developer to advertise the property during the construction and sales period.
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 a leash under handler's control.
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. 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 public.
12. Landscaping. Trees, lawns, shrubs or other plantings if provided by the developer shall be properly nurtured and maintained or placed at the owner's expense upon request of the Architectural Control Committee. Trees or shrubs planted in parkstrips, entrance or in the public right of-way shall be maintained by the lot owners and residents of this subdivision. All landscaping for finished homes shall be completed in front yard areas within one year of occupancy of finished home.
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 direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Encroachment into the 15 foot setback from the toe of the slope, as designated on the recorded plat is prohibited, unless specific plan and specification approval is granted by Salt Lake County according to the Uniform Building Code. Notification of adjacent rear yard property owners is strongly recommended prior to commencement of building activities.
14. Little Cottonwood Creek. Special care shall be taken by each lot owner to ensure the quality of water flowing in the Little Cottonwood Creek. Straw bales should be placed to control runoff during construction and landscaping by each lot owner on or near the bank of the creek to prevent topsoil or other organic material from entering the stream flow. The purchaser of lot shall remove all trapped sediment before removing erosion control devices. Special measures should be taken to contain garbage, trimmings and construction material and prevent them from being carried off by the runoff or natural stream flow. A 20 foot wide maintenance easement has been created along the top of the bank of the creek. The intended use of this easement is for maintenance and safety of the stream by Salt Lake County and other agencies.

PART C. ARCHITECTURAL CONTROL COMMITTEE

- 1. Membership. 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 of the committee shall have full authority to select a successor. Neither the member 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 a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties after the sale of the last remaining lot. The Architectural Control Committee is composed of David K. Richards and/or his designated representative.
- 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 have been submitted to it, or in the event written notice of lack of approval is given, or 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 D. GENERAL PROVISIONS

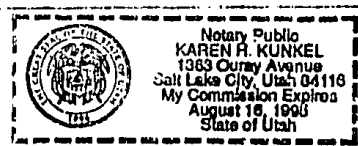
- 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten years unless an instrument 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 either to restrain or recover damages against any person or persons violating or attempting to violate any covenants.
- 3. Severability. Invalidation of any of these covenants by judgement or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

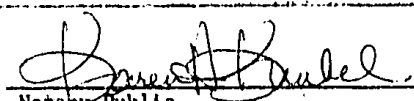


 David K. Richards

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

On the 19th day of July, 1993, personally appeared before me David K. Richards who duly acknowledged to me that he executed the foregoing instrument.





 Notary Public

My commission expires:
 August 16, 1995

Residing in Salt Lake County, Utah

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