

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Earl F. White and Cheryl A. White, his wife, the owners of the following described property situate in the County of Wasatch, State of Utah, to-wit:

Woodland Estates, a Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Wasatch County, Utah.

In consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. Benefits and burdens of these covenants and restrictions shall run with the land and all persons and corporations who now own or shall hereafter acquire any interest in the land hereinabove described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants and restrictions as to the use thereof and construction of residence thereon for a period from the date hereof to date 25 years from the date that 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 plots has been recorded agreeing to change said covenants in whole or in part.
2. No commercial, industrial, business or enterprise of any kind or nature shall be carried on or upon said premises. No plot shall be used except for urban residential purposes. No building shall be erected, altered, placed, or permitted to remain on any plot other than one detached single-family dwelling, one guest house, private garage and such other buildings, shed or garden tools or other structures. No trash, ashes, or any other refuse may be thrown or dumped on any adjoining land.
3. The land in this subdivision shall be maintained and preserved in its original and natural conditions, so far as possible. All trees, timber, natural vegetation and soil shall be left in place, except when removal is necessary for the construction of a dwelling or other improvement.
4. No building or other structure shall be located on any plot nearer than 50 feet from any property line of any such plot.
5. No noxious or offensive activities shall be carried on upon any plot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No sign, billboard, or advertising structure of any kind shall be erected or displayed on any plot except the "For Sale", "For Rent" or "For Lease" sign of a size not to exceed more than one square foot, except a sign of not more than six square feet advertising the property for sale or rent used by the builder or subdivider to advertise the property during the construction and sales period.
7. In conjunction with any residence built upon any such plot, such residence is required to have a sewage disposal system constructed conforming to the requirements of the Utah State Department of Health.

8. Each plot shall have and be subject to an easement thirty feet wide all as shown on the recorded plat, for ingress and egress of all the plot owners and their guests. The system of roadways within this subdivision as shown on the recorded plat shall remain private roadways and will not be dedicated to Wasatch County for public use without the consent of the majority of the plot owners and Wasatch County Commission.

9. An easement for the installation and maintenance of utilities is hereby reserved on each plot, the location of which shall be as shown on the recorded subdivision plat with the Wasatch County Commission. However, the same shall not unreasonably interfere with the individual plot owners use and enjoyment of his property.

10. Each plot owners shall automatically be a member of an association composed of all of the owners of the plots in this subdivision. Said association shall meet for the first time when any three or more members shall mail a notice to every member at his last known address, stating the time and place of the first meeting and a general statement of the business to be transacted. This notice shall be mailed at least fifteen (15) days before but not more than twenty-five (25) days before the date of said first meeting. Officers shall be elected at the first meeting of the association by a majority vote, each plot being entitled to one vote and such business shall be transacted as properly comes before it. It shall be one of the duties of the association to provide for the maintenance, repair, surfacing or alteration of the private roadway system within the subdivision. No officer shall be entitled to compensation for the discharge of the duties of his office and this operation of the association shall be on a non-profit basis. The association shall have the power to assess and collect monies from each plot owner on a fair and equal basis, as agreed to by a majority of the members, to meet its administrative expenses and to accomplish any of the above or such other improvements as are approved by a majority vote of the members. In the assessing and collecting of monies the association shall have the same power and authority as a governmental unit, including the right to sell any plot for non-payment of any lawful assessment and tax.

11. If any owners of any plot, or their successors or assigns, shall violate or attempt to violate any such covenants or restrictions herein, the then property owners individually or collectively shall have the right to prosecute any proceedings at law or in equity against the person, firm or corporation so violating or attempting to violate any such covenants or restrictions and either prevent him from so doing or to recover damages or other dues for such violation. Any person owning an interest in a plot in this subdivision, his heirs, successors, grantees, personal representatives, or assigns, who violate or attempt to violate any of the covenants and restrictions contained herein, does hereby agree to pay all costs of enforcing these Protective Covenants and Restrictions, whether or not suit is filed and including the payment of a reasonable attorney's fee.

12. Invalidation of any one of these covenants in whole or in part, by judgment or court order or otherwise, shall not affect the validity of any of the other provisions not so invalid and such provisions shall remain in full force and effect.

13. It shall be understood that no purchaser shall further subdivide except as shall be allowed by the County Commission of Wasatch County, Utah.

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Dated this 27th day of April, 1965, at Salt Lake City, Utah.

Earl F. White
Earl F. White

Cheryl A. White

WITNESS:

Joyce L. Russell

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

On the 27th day of April, 1965, personally appeared before me EARL F. WHITE and CHERYL A. WHITE, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

Collin D. Casias
Notary Public

My commission expires 10-6-68



87293 Recorded at request of Earl F. White 405
by Wayne Wasatch County Recorder
5 1965 at 405P Deputy Book 57 Page 269-71