

97351
Entry No. Recorded at request of Earl F. White : Trac # 8.00
Date Jul 14 1972 at 12:05 PM Loza Van Hagon Wasatch County Recorder
By John C. Carlisle Deputy. Book 82 Page 195-201.

DECLARATION OF PROTECTIVE COVENANTS

FOR

WOODLAND ESTATES # 3 IN WASATCH COUNTY

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

Woodland Estates # 3, 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.

GENERAL PURPOSE: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, and a place for the enjoyment of the many recreational opportunities of the area. To protect the property owners against loss of value due to those things which might be undesirable, to guard against fires and hazards, and to benefit and protect the owners of property in the subdivision.

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 except if the same are amended by 2/3 of the property owners entitled to vote thereon in accordance with law, 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 unless approved by 2/3 of the property owners entitled to vote thereon. Except as provided, 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 15 feet from any property line of any such plot. (See Wasatch County Subdivision Regulation # 176 as amended.)

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 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. (See attached letter from said department)

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 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 days before the date of said first meeting. Officers shall be elected at the first meeting of the association by a majority vote, of at least 2/3's, 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. The lot owner shall provide closed containers for garbage, paper and other waste, and will not permit the same to accumulate on the property.

13. Woodland Estates # 3, disclaims liability for any damage caused by high water pressures within the water system provided for this subdivision and hereby requires any lot owner to install a water pressure reducing valve or device at his own expense on each lot at the time a water using structure or facility is built or placed upon any lot.

14. Invalidity 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.

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

16. Owners of lots and their successors shall be required to participate in a Woodland Estates Property Owners Association which association shall be organized as a non-profit corporation under the laws of the State of Utah and shall undertake the following obligations and shall impose on its members the following restrictions:

A. Maintain the common property for the benefit of the Owners in the subdivision.

B. Operate and maintain, in conjunction with Woodland Estates Plat "B", a culinary water system for all lot owners.

C. Maintain a primary access road for all lot owners in the subdivision and for the benefit of lot owners in Woodland Estates Plat "B".

D. Levy an equitable assessment against all lot owners in the subdivision and in Plat "B" Woodland Estates, sufficient to establish and maintain the aforementioned projects. All assessments so made shall not result in a profit to the association.

E. Require that all water and sewage systems, public roadways, and common areas be held in joint ownership by all lot owners and require the same to be assigned to the subdivision.

F. Create any easements over the entire lot # 311, designated as common ground which are necessary in favor of whatever party in order to insure that the development of said lot shall comply in every respect to the Subdivision Regulation of Wasatch County # 176 and amendments 71-6 and 71-9.

G. Provide for a mutual development of all utilities and roads in connection with Plat "B" Woodland Estates subdivision.

17. All changes to these restrictive covenants shall

comply with the regulation of the Subdivision Regulation of Wasatch County, # 176 and amendments.

18. All structures shall be set back at least 30 feet from the common roadways.

19. Speed Limit: For the protection of the owners and their families a speed limit of 25 miles per hour is hereby declared.

20. Fires: No open fires will be permitted in the area unless protected from spreading by a rock barrier or other means.

21. Nuisance and Firearms: No noxious or offensive activity shall be carried on within the subdivision, nor shall anything be permitted which shall constitute a public nuisance or be in violation of any State, Federal or local ordinances. Discharge of firearms in the subdivision is prohibited.

22. Junk: No junk vehicles, or unlicensed vehicles, or any other materials commonly classified as junk may be stored on the property.

23. Water: Cullinary water is to be supplied at the street side of each lot. Water use is restricted to cullinary use only, in moderation. Lawn sprinkling is not provided for.

24. Cluttering of Roads. Owners should make provisions to park their recreational equipment, cars, motor bikes, boats, etc., on their own lots in order to avoid restricting and cluttering of the main road.

25. Culinary water use must be in conformance with the attached letter.

26. Gate or gates established by lot owners on common roads shall be kept closed at all times and the property owners shall have the right to impose such restrictions for the use of the same as a 2/3 majority shall deem proper.

27. One nineteenth of all common ground, designated as such on the official plat of the subdivision shall be deeded to each lot owner and said lot owners shall have the sole and exclusive obligation to improve, maintain, and pay all taxes assessed against said property.

DATED this 5th day of July, 1972.


EARL F. WHITE


CHERYL A. WHITE

[Signature]
Witness

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 5th day of July, 1972, 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.

[Signature]
Notary Public
Residing at: Bountiful Utah



My Commission Expires: 5-4-75



STATE OF UTAH—DEPARTMENT OF SOCIAL SERVICES

CAMERON

PAUL S. ROSE
Executive Director

DIVISION OF HEALTH
44 MEDICAL DRIVE
SALT LAKE CITY, UTAH 84113
AREA CODE 801
328-6163
June 30, 1972

Board of Health
Air Conservation Committee
Health Facilities Council
Medical Examiner Committee
Nursing Home Advisory Council
Water Pollution Committee

BUREAU OF ENVIRONMENTAL HEALTH
72 East 4th South
Salt Lake City, Utah

LYMAN J. OLSEN, M.D., M.P.H.
Director of Health

Earl E. White
1369 E. Parkway Avenue
Salt Lake City, Utah 84106

Re: Feasibility of Woodland Estates,
Plat #3, (Lots 301-319)
Wasatch County, Utah

Dear Mr. White:

A review has been made of the information submitted to this office on June 2, 1972, for Woodland Estates Plat #3 consisting of lots number 301 to 319, inclusive, as shown on the plat. The information indicates that the water supply and wastewater disposal facilities to serve these lots are feasible, and the following comments are offered.

Water Supply

Water is supplied from a deep well located 1562'N 52'W of NW corner of Section 10, T3S, R6E, SLB&M. The first chemical analysis of the water from the well indicated high iron concentration and turbidity, however the concentrations of these substances have lessened as pumping of the well progressed and are now within acceptable limits.

The water rights of 14 acre feet of water per year acquired from Metropolitan Water District of Salt Lake City are adequate to only supply 15 lots unless water is restricted to inside uses, whereby 31 lots may be served.

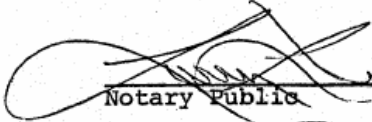
Wastewater Disposal

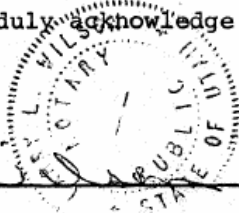
On the basis of the review of the information submitted showing the topography of the subdivision plat, the ground water conditions, percolation test results and the log of soil conditions at various depths throughout the plat we have concluded that the installation of individual wastewater disposal systems is feasible under the following restrictions:

1. Each system must be installed in compliance with the State Code of Waste Disposal Regulations, Part IV, Individual Wastewater Disposal Systems.

STATE OF UTAH)
) ss.
COUNTY OF)

On the 26 day of July, 1972, personally appeared before me EARL F. WHITE and CHERYL A. WHITE, his wife, the signers of the within instrument who duly acknowledge to me that they executed the same.


Notary Public




Residing At: Salt Lake City, Utah

My Commission Expires:

December 30, 1973

STATE OF UTAH)
) ss.
COUNTY OF)

On the 26th day of July, 1972, personally appeared before me Ivan Jorgensen ~~and~~ who being duly sworn by me did say ~~each~~ for himself, that he, the said Ivan Jorgensen is the president, ~~and he, the said~~ ~~is the secretary~~ of CARDON ABSTRACT COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Ivan Jorgensen ~~and~~ ~~each~~ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.


Notary Public
Residing at: Salt Lake City, Ut.

My Commission Expires:

10-22-72