

No. 288952  
RECORDED AT THE REQUEST OF \_\_\_\_\_  
DATE DEC 11 1969 TIME 2:00 P.M.  
BOOK 91 OF RECORDS PAGE 429 FEE 15.00  
Ida Johnson Long 434  
Tooele County Recorder  
IDA JOHNSON LONG

### STANSBURY VILLAGE PROTECTIVE LAND USE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Terracor, a Utah Corporation, is the owner of the following described property, in Tooele County, State of Utah, to-wit:

All Subdivisions shown in Exhibit A in the development known as Stansbury Village, according to the official plats on file with the Tooele County Recorder; and it is the intention of said owners to include all of the above-described property in said plats and that said premises are to be divided into lots and blocks as shown on said plats, and that donation of streets shown on said plat is hereby made to the public. The easements indicated on said plats are hereby perpetually reserved for public utilities and for any other uses as designated hereon and no other structures other than for such utility purposes are to be erected within the lines of said easements.

NOW, THEREFORE, said owners hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restriction and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands; and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their heirs, executors, administrators, successors and assigns shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit:

#### ARTICLE I -- GENERAL RESTRICTIONS

1. LAND USED 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 and a private garage for not more than three (3) cars. "Family" is defined to mean persons related by blood or marriage or by legal adoption.
2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot without the approval of the architectural control committee and compliance with the provisions of Section 6, Article II of these covenants. No fence, wall, swimming pool or other construction shall be erected, placed or altered on any lot nor shall any landscaping be commenced or changed without the approval of the architectural control committee.
3. BUILDING LOCATION: No building shall be located on any lot nearer to the front line than twenty (20) feet therefrom, measured to the foundation of such building; nor nearer than ten (10) feet to the rear lot line; nor nearer than six (6) feet to a side lot line, such restrictions not to apply to patio homes to be built on six thousand (6,000) square foot lots. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building for the purpose of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves, steps, or open porches, to encroach upon another lot.
4. EASEMENTS: Easements for installation and maintenance of utilities and draining facilities are reserved as shown on the recorded plat.
5. 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.
6. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuildings

shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or secondhand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivisions, shall be new construction of good quality workmanship and materials.

7. SIGNS: No billboard of any character shall be erected, posted, painted or displayed upon or about any of said property. No sign, except "For Sale" or "For Lease" signs of customary and reasonable dimensions and design, shall be erected or displayed upon or about said property unless and until the form, dimensions and design of said sign has been submitted to and approved by the architectural control committee. The architectural control committee shall have authority to remove "For Sale" and "For Lease" signs determined by it to be contrary to customary and reasonable dimensions and/or design.

8. 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. LIVESTOCK, POULTRY, AGRICULTURE: 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. Such animals as are permitted shall be strictly controlled and kept pursuant to County ordinances.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot except that trash may be burned inside homes that are properly equipped with inside incinerator units.

11. WATER SUPPLY: No individual water-supply system shall be used or permitted to be used on any lot or group of lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Health Department. Approval of such system as installed shall be obtained from such authority.

12. SIGHT DISTANCE AT INTERSECTIONS AND CORNERS: No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any lot at street corners or curves within the triangular area formed by the front and side lines of such lot. Sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections or obstructions of such sightlines.

13. OVERNIGHT PARKING: No vehicle of any kind, including but not limited to, automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two- and three-wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any public street within the subdivision projects between the hours of 2:00 o'clock A.M. and 6:00 o'clock A.M. of any morning.

14. LANDSCAPING: Within twelve (12) months of occupancy of any home the homeowner must have substantially completed the landscaping of his lot. Such landscaping shall include, but not be limited to the preparation for and planting of lawn, grass or other appropriate ground cover, appropriate shrubbery and the planting of at least one (1) tree in the front yard. Should any homeowner fail to comply with the provisions of this section, the architectural control committee shall have power to obtain an order from a court of proper jurisdiction requiring specific performance, or alternatively may complete the landscaping and require the homeowner to pay a reasonable amount of such completion. The amount owing shall constitute a lien on the homeowner's lot and home until such payment is made.

Upon approval and/or completion of the landscaping plan pursuant to this section, no healthy tree shall be removed, nor other major change to made without approval of the architectural control committee. However, notwithstanding this section, all diseased trees must be removed by the homeowner within a reasonable time after the diseased condition is discovered.

15. FENCES:

a) Materials: Fences or walls shall be of wood, brick, or slump block. No fences or walls of chain link, wire mesh or unpainted concrete block shall be allowed.

b) Height: Fences, walls or hedges shall not exceed six feet and shall not extend beyond the front yard set back at any point except that a fence, wall or hedge not exceeding three feet six inches may enclose no more than one-half the area beyond the front yard set back.

c) Golf Course Lots: The above restrictive covenants regarding fences shall apply to golf course lots with the additional restriction that no fence, wall or hedge shall extend beyond the rear yard set back except that a fence, wall or hedge not exceeding three feet six inches may enclose no more than one-half the area beyond the rear yard set back.

16. WATER FRONT LOTS: The above restrictions shall apply to water front lots with the additional restriction that no fence, wall, hedge, tree or other encumbrance shall extend nearer than five feet six inches to the high water line. No fence, wall or hedge shall extend beyond the rear yard set back except that a fence, wall or hedge not exceeding three feet six inches in height may enclose no more than one-half the area beyond the rear yard set back.

17. BOAT DOCKING FACILITIES: No dock, ramp, permanent or floating structure may extend more than eight feet from the shoreline. All such structures must be maintained in an attractive, safe condition. Any such structure which is or becomes unsound and a menace or hazard to navigation must be removed or repaired. Pilings must be at least six inches by six inches in dimension and must be of acceptable piling construction and material. The construction of all boat docking facilities is subject to approval of the architectural control committee.

18. FLOATING CRAFT: Only wind or manually powered craft may be operated or maintained on any lake or body of water in the development project.

ARTICLE II -- DURATION, ENFORCEMENT, AMENDMENT

1. DURATION OF RESTRICTIONS: All of the conditions, covenants, and reservations set forth in this declaration of restrictions shall continue and remain in force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in this Article, until twenty-five years, and shall as then in force be continued for a period of twenty years, and thereafter for successive periods of twenty years each without limitation, unless a written agreement is executed by the then record owners of more than three-fourths in area of said property with one vote per lot and not owner, exclusive of streets, parks, and open spaces, be placed on record in the office of the County Recorder of Tooele County, by the terms of which agreement of any of said conditions or covenants are changed, modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided for, by mutual written agreement with not less than seventy per cent (70%) of the then owners of record title of said property (including the mortgagees under record mortgages and the trustees under recorded deeds of trust) with one vote per lot and not owner, duly executed and placed of record in the office of the County Recorder of Tooele County, Utah; provided, however, that no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds (2/3) in area of all lands which are a part of said property and which are held in private ownership within five hundred feet in any direction from any direction from the exterior

boundaries of the property concerning which a change or modification is sought to be made.

2. ENFORCEMENT: Each and all of said conditions, covenants and reservations is and are for the benefit of each owner of land (or any interest therein), in said property and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantor. Each Grantee of the Grantor of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants and reservations. As to each lot owner the said restrictions, conditions and covenants shall be covenants of equitable servitude and the breach of any thereof, and the continuance of such breach may be enjoined, abated or remedied by appropriate proceedings by any such owner of other lots or parcels in said property, but no such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided however, that any subsequent owner of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

3. VIOLATION CONSTITUTES NUISANCE: Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by Grantor or its successors in interest and/or by lot owner; and such remedy shall be deemed cumulative and not exclusive.

4. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Grantor and Grantee, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

5. RIGHT TO ENFORCE: The provisions contained in this declaration shall bind and inure to the benefits of and be enforceable by Grantor, by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Grantor, or any property owner, or their legal representative, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

6. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee which is vested with the powers described herein shall consist of three (3) persons appointed by the Grantor. Prior to the commencement of any excavations, construction or remodeling or adding to any structure, theretofore completed, there shall first be filed with the architectural control committee two (2) complete sets of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural control committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The committee shall have the right to refuse to approve any such plans and specifications which are not desirable in their opinion or for other reasons, and in so passing upon them they shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property. The committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. The second set of said plans shall be filed as a permanent record with the architectural control committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval shall not be required. The said architectural control committee shall be the same persons

for all of the subdivisions within the Grantor's development, which is known as Stansbury Park. When ninety per cent (90%) of all of the lots in said development have been sold by Grantor, the owners exclusively of said lots shall vote for election by a majority of said owners or members of said architectural control committee until such time as ninety per cent (90%) of the lots in said development have been sold by the Grantor..

7. ASSIGNMENT OF POWERS: Any and all rights and powers of the Grantor herein contained may be delegated, transferred or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successors in interest of the Grantor.

8. RESERVATION: Grantor hereby reserves the right to deal freely with these protective covenants, to vary, modify, amend, add to, or omit them altogether, without permission or acquiescence of Grantees.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this  
11<sup>TH</sup> day of DECEMBER, 1969.

TERRACOR, a Utah Corporation

By: Franklin D. Johnson  
Its: PRESIDENT

ATTEST:

James N. Kimball  
Secretary

A C K N O W L E D G M E N T

STATE OF UTAH :  
: ss.  
County of Salt Lake:

On this 11<sup>TH</sup> day of DECEMBER A.D., 1969, personally appeared before me the undersigned Notary Public in and for said county of Salt Lake in said State of Utah, Franklin D. Johnson, President and James N. Kimball, Secretary of Terracor, a Utah corporation, who being by me duly sworn did say that they are the President and Secretary of said Corporation and that the accompanying instrument also signed by them is and in behalf of said Corporation by authority of a resolution by its Board of Directors and said Franklin D. Johnson and James N. Kimball duly acknowledged to me that said Corporation Executed the same.

My Commission Expires:

24 Nov. 73

Paul D. West  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah.

EXHIBIT A

Golf Course Island Subdivision

Golf Course Island Subdivision No-2

Golf Course Island Subdivision No-2a

Golf Course Island Subdivision No-3

Golf Course Island Subdivision No-4

Lakeside Subdivision No-1

Lakeside Subdivision No-2

Lakeside Subdivision No-3

Lakeside Subdivision No-4

Lakeside Subdivision No-5

Lakeside Subdivision No-6

Captains Island Subdivision No-1

Captains Island Subdivision No-2

Country Club Subdivision No-1

Country Club Subdivision No-2

Country Club Subdivision No-3

Country Club Subdivision No-4