

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
 APPLYING TO QUAIL RIDGE SUBDIVISION

I. DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, M. Zachreson & Company, Inc., the "Owner," caused to be surveyed and platted the lands hereinafter described under the name of Quail Ridge Subdivision, and has caused the same to be subdivided into blocks, lots, streets, avenues, drives, and public ways as shown on the accompanying plat. M. Zachreson & Company, Inc. herewith makes the following declaration of protective covenants and restrictions which shall apply to and run with all of the lots located in Quail Ridge Subdivision.

II. DESCRIPTION

The following is a particular description of lands to be embraced within the aforesaid plat of subdivision: Commencing at a point which is 876.27 feet North and 10.27 feet West of the East Quarter Corner of Section 19, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence South 60° 12' 40" West 182.81 feet; thence South 1° 47' 23" West 204.18 feet; thence North 81° 58' 36" East 110.00 feet; thence South 0° 40' 18" East 170.00 feet; thence South 72° 38' 55" West 120.00 feet; thence South 68° 10' 31" West 91.55 feet; thence North 73° 17' 32" West 210.99 feet; thence South 79° 18' 28" West 104.10 feet; thence along the arc of a 193.58 foot radius curve to the left 202.49 feet; the chord of which bears South 49° 20' 09" West 193.42 feet; thence South 19° 21' 50" West 197.08 feet; thence along the arc of a 462.50 foot radius curve to the right 287.51 feet, the chord of which bears South 35° 37' 27" West 259.00 feet; thence South 51° 53' 04" West 296.99 feet; thence along the arc of a 344.79 foot radius curve to the right 229.11 feet; the chord of which bears South 70° 55' 27" West 224.96 feet; thence South 89° 57' 50" West 125.38 feet; thence North 13° 03' 54" West 67.75 feet; thence South 89° 57' 50" West 46.27 feet; thence North 5° 33' 08" West 295.88 feet; thence North 80° 54' 00" East 6.41 feet; thence North 89° 40' 58" East 298.00 feet; thence North 36° 11' 54" East 354.00 feet; thence North 0° 40' 47" East 187.98 feet;

thence North 48 00' 37" East 441.50 feet; thence North 45 04' 36" East 84.43 feet; thence North 31 40' 00" West 85.00 feet; thence North 11 45' 30" East 115.27 feet; thence along the arc of a 50.00 foot radius curve to the right 95.98 feet, the chord of which bears North 36 00' 00" West 81.92 feet; thence South 88 38' 19" West 290.42 feet; thence North 15 00' 00" East 123.00 feet; thence North 9 21' 50" West 117.88 feet; thence North 15 00' 00" West 240.00 feet; thence North 0 03' 23" East 369.00 feet; thence South 89 56' 37" East 428.00 feet; thence North 73 18' 03" East 101.06 feet; thence South 89 56' 37" East 283.26 feet; thence South 28 27' 24" East 675.69 feet thence South 89 19' 44" West 47.31 feet; thence South 0 40' 18" East 448.61 feet to the point of beginning.

Area = 38.78 acres.

### III. RESERVATIONS, RESTRICTIONS AND COVENANTS

The Owner declares that the aforesaid land shown on the plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

### IV. DEFINITIONS

For the purpose of these restrictions, the word "Street" shall mean any street, road, lane or avenue of whatever name which is shown or indicated on the aforesaid recorded Plat of Quail Ridge Subdivision, and which has been heretofore dedicated to the public for the purpose of a public street.

The word "Lot" may mean either any lot as platted, or any tract or tracts of land conveyed which may consist of one or more lots, or a part or parts of one or more lots as platted, and upon which a residence may be built as set forth in the individual deeds from M. Zachreson & Company, Inc. or from its successors and assigns.

### V. USE OF LAND

A. No land shall be used, and no building or structure shall be constructed, enlarged, moved, or maintained except in conformity with the use, area, frontage and other regulations as set forth by the applicable Zoning Ordinance in which it is located.

B. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

C. No tank for the storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural and Building Committee.

D. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. The ground-floor area of all dwellings, exclusive of basements, one-story open porches and garages, shall be no less than 1,400 square feet except as may be specifically permitted in writing by the Architectural and Building Committee provided herein.

G. On-site parking shall be provided on each lot sufficient to accommodate all automobiles owned by persons living on the property.

H. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, except with the written permission of 2/3 of subdivision property owners.

I. No signs, billboards nor advertising structures may be erected or displayed on any lots hereinafter described or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size advertising a specific unit for sale or house for rent, or construction sign, may be displayed on the premises affected.

J. No lot shall be divided or by title description separated, nor shall more than one single family dwelling be erected upon any lot within the subdivision.

K. No owner of any lot within the subdivision shall rent or lease rooms or portions of any structure, less than the whole of said structure including all of the improvements upon any lot within the subdivision, and specifically shall not take in boarders, tenants, or students for hire nor shall any owner lease or rent any lot with improvements thereon for any purpose other than single family residence.

#### VI. ARCHITECTURAL AND BUILDING COMMITTEE

The Architectural and Building Committee shall consist of five members: Martin K. Zachreson, Reginald E. Dobbs, John R. Rhodes, Roland Robison and James Bartlome, who are hereby appointed by the Owner. The majority of the Committee shall constitute a quorum and the concurrence of at least three members shall be necessary to carry out the provisions applicable to this committee. Until July 1, 1978, any or all members of the Committee may be removed by the Owner for any reason. In the event of death, removal or resignation of any of the members and until July 1, 1978, upon failure of the Owner to appoint a replacement within thirty (30) days, then the surviving members of the Committee shall

have full authority to appoint another person to fill the vacancy. Except for members appointed by the Owner, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision, he shall be disqualified to serve and the Committee shall declare a vacancy.

#### VII. NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which house owners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the state of Utah or by designers who in the opinion of the Committee possess outstanding ability and whose previous work may be reviewed as part of the approval process.

Preliminary drawings shall be filed for approval and accepted, before working drawings will be reviewed. Drawings shall include, as a minimum, the following:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor Plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through house.
5. A perspective (optional).

Outline specifications shall give basic structure system and include all materials to be used on the exterior of the residence.

Final Plans shall be filed for approval and accepted before construction is begun. Drawings shall include, as a minimum, the following:

1. Plot plans to scale showing the entire site, building, garages, walks, drives, and retaining walls, with elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections - cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages or carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used and supplemented with a notation of the colors of all materials to be used on the exterior of the residence.

COMMITTEE PROCEDURE. Any three members in agreement shall constitute the Committee to act on Committee business, and at least three members shall affix their signatures to any plans in approval or rejection as indicated or any correspondence pertaining to the subject upon which they have taken action.

Committee Functions. The Committee shall accept or reject:

- A. Preliminary Plans of proposed residences (as defined herein).
- B. Final Plans of proposed residences (as defined herein).
- C. Planning Problems or complaints by property owners.

The Committee shall act within ten days on any of the above, and place its action in writing to be held as a permanent record, with copies to the parties concerned. If the Committee fails to accept or reject any of the above within ten days, the same shall be automatically accepted.

An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the reason for the action so that he can take the steps necessary to obtain approval of his plans.

The Committee has the authority to judge building, materials, fences, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the Property Owners. The criteria shall include aesthetics, reasonable protections of view, permanence of material, etc. All decisions of the Committee shall be final.

#### VIII. EASEMENTS

An easement is reserved over the rear and side five feet of each lot for the utility installation and maintenance. The Owner shall have the right at any time to extinguish or vacate such easements and rights of way as to all or any portion of said property.

#### IX. TREES PROHIBITED

In order to assure uniformity of street appearance, no trees are to be planted upon city property or property on the street side of any through sidewalk without specific approval in writing of the Architectural and Building Committee. The following trees, because of their undesirable characteristics, are prohibited in the said subdivision:

<u>SPECIES NAME</u>	<u>POPULAR OR COMMON NAME</u>
Ailanthus altissima	Tree of heaven
Platanus occidentalis	American plane tree
Populus alba	Silver poplar
Populus alba bolleana	Bolleana poplar
Populus angustifolia	Narrow-leaf poplar
Populus deltoides	Carolina poplar
Populus fremontii	Fremont's poplar
Populus nigra italica	Lombardy poplar
Robinia Pseudoaa	Black locust
Ulmus Pumila	Siberian elm

Further, in order to maintain the present nature of the area, builders, developers, and individuals constructing homes should retain as much of the native vegetation as possible.

#### X. GENERAL PROVISIONS

All the restrictions herein set forth shall continue and be binding upon the owner and upon his successors and assigns for a period of twenty-five (25) years from date, and shall automatically be extended thereafter for successive periods of twenty-five (25) years; provided, however, that the owners of the legal title to 60% or more of the lots in the area may at any time release all the said lots hereby restricted from any one or more said restrictions.

#### XI. RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the Owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Owner, its successors and assigns, and with each of them to conform to and to observe said restrictions as to the use of said lots and the construction or improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, or their seizure of title to said land, and the Owner, its successors and assigns, of any of the above land, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions above set forth at the time of its violation, shall, in no event, be deemed to be a waiver of the right to do so thereafter.

#### XII. OWNERS RIGHT TO ASSIGN

The Owner, by appropriate instrument, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements, and privileges herein reserved by it, and upon such assignments or conveyance being made its assigns or grantees may at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times, in the same manner and way as though directly reserved by them, or him in this instrument.

#### XIII. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The Owner, M. Zachreson & Co., Inc., has executed the above instrument this 21st day of June, 1976.

M. Zachreson & Co, Inc.

Attest:

By Colleen B. Walker Secretary By Steven D. Corry Vice-President

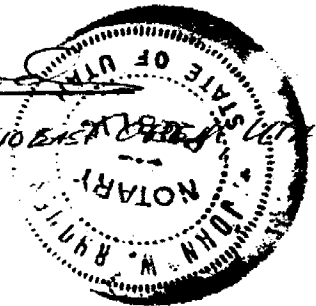
STATE OF Utah )  
 )ss.  
County of Utah )

On the 21st day of June, 1976, before me appeared Steven D. Corry and Colleen B. Walker who being by me duly sworn did say, each for himself, that they, the said Steven D. Corry is the Vice-President, and Colleen B. Walker is the Secretary of M. Zachreson & Co., Inc. and that the within and foregoing instrument was signed in behalf of said Corporation.

[Signature]  
Notary Public  
Residing at: 1165 N 240 EAST

My commission expires:

28 January 1978



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RECORDED AT THE REQUEST OF  
VALLEY TITLE CO.  
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NINA B. REID  
UTAH COUNTY RECORDER  
DEPUTY  
PR. ABS. IND. P.  
VALLEY TITLE CO.