

RETURN TO:  
John R. Riley of  
LARSEN & MAZURAN  
9 Exchange Place, Suite 200  
Salt Lake City, Utah 84111  
Telephone: (801)364-3500

4300  
John R. Riley  
REC'D OF  
SEP 19 3 41 PM '82  
SALT LAKE COUNTY  
FAMILY DIVISION

AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS,  
3710757 AGREEMENTS, RESTRICTIONS AND CONDITIONS OF  
FOXFIRE SUBDIVISION

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS AND CONDITIONS is made and executed this  
13th day of September, 1982, by GRANADA, INC., a Utah  
Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the sole owner of that certain  
parcel of real property (herein sometimes referred to as the  
"subject property") located in Salt Lake County, Utah, and more  
particularly described as:

Lots 1 to 71 inclusive, Foxfire Subdivision according to  
the plat thereof as recorded in the office of County  
Recorder of Salt Lake County.

WHEREAS, a Declaration of Protective Covenants,  
Agreements, Restrictions and Conditions of Foxfire Subdivision  
heretofore recorded with the Recorder of Salt Lake County, State  
of Utah, on September 18, 1979, as entry no. 3338593, in book  
4946, at pages 750, et. seq., with respect to the subject  
property; and

WHEREAS, the Declarant desires, by recording these  
amendments, to make various amendments to the original  
Declaration; and

WHEREAS, this Amended Declaration shall supercede, in  
its entirety, the terms and conditions of the original  
Declaration; and

WHEREAS, Declarant has obtained the acknowledgement and  
consent to this Amended Declaration by all record owners of said  
parcel of real property, as well as the consent of all parties  
possessing liens affecting any portion of the subject property  
which, by their consents, on record with the Salt Lake County  
Recorder, said third party owners and lien owners hereby join in  
the submission of this property; and

WHEREAS, Declarant intends to provide that the indivi-  
dual lots located within the said subdivision shall hereafter be  
subject to the covenants, conditions, restrictions, reservations,  
assessments, charges and liens herein set forth;

NOW, THEREFORE, Declarant hereby declares that that cer-  
tain parcel of real property described above, shall be held, sold  
and conveyed and occupied subject to the following easements,  
restrictions, covenants, conditions, assessments, charges and  
liens, which are for the purpose of protecting the value and

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desirability of the subject property; and which shall be construed as covenants of equitable servitude and shall run with the subject property and be binding on all parties having any right, title or interest in the subject property or any part thereof, their heirs, personal representatives and assigns, and shall inure to the benefit of each owner thereof.

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 and an attached garage for not less than two cars, but no more than three cars. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a 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 Cost, Quality and Size. No dwelling shall be permitted on any of Lots 25 through 50, 51, 56, 61, and 62, at a cost of less than \$61,950.00 including the lot, based upon cost levels prevailing on the date these covenants are recorded. No dwelling on any lot not specified in the preceding sentence shall be permitted on any lot at a cost of less than \$75,000.00, including the lot, subject to modification by the Architectural Control Committee. It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these amended covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor of the main dwelling structure of Lots 25 through 50, 51, 56, 61 and 62, exclusive of one story open porches and garages, shall not be less than 1,000 square feet for a one story dwelling, nor less than 1,100 square feet for a dwelling of more than one story. The main floor area of the main structure on all other lots not specified in the preceding sentence, exclusive of one story open porches and garages, shall not be less than 1,200 square feet for a one story dwelling, nor less than 1,700 total square feet finished floor space for a dwelling of more than one story. All homes in the subdivision shall include an attached two car garage. The front of any main dwelling structure of Lots 25 through 50, 51, 56, 61 and 62 shall be faced with a minimum of four feet of brick, subject to modification by the Architectural Control Committee.

4. Building Location.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No dwelling shall be located nearer than 8 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 45 feet or more from the minimum front

building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above front and side yard are maintained. No lot may be redivided for the purpose of creating any additional building sites.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot. 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 or flow of 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 for those improvements for which a public authority or utility company is responsible.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which 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 carports, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.

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 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 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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 general public.

12. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on a driveway or alley pavement. No tree shall be permitted to remain within said distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Oil 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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.

14. Landscaping, Curbs, Drives and Sidewalks. The owners of Lots 25 through 50, 51, 56, 61 and 62 at owner's expense, shall landscape, including grass, the front yard area, all parking strips (between curb and sidewalk) and the side yard areas on each such lot within 60 days (weather permitting or as soon thereafter as possible) of occupancy of any main dwelling structure constructed thereon. The owners of said lots specified in the preceding sentence shall maintain all sidewalks, drives, including driveway aprons, curbs and gutters free from cracks and deterioration and shall replace the same at owner's cost in the event the same are cracked or damaged. Trees, lawns, shrubs, or other plantings on all subdivision lots provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

15. 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 corrosion 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.

#### PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of 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 members 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. The Architectural

Control Committee is composed of Wayne A. Jenson, Spencer G. Packer, and Grant H. Bangerter, 9 Exchange Place, Suite 100, Salt Lake City, Utah 84111.

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 and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required, and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these amended covenants are recorded, after which time, said covenants shall be automatically extended 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 proceeding at law or in equity against any person or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

4. Amendment. The provisions of these covenants may be amended by a majority of two-thirds of the owners of record of the lots.

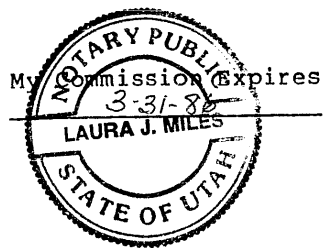
GRANADA, INC.

Wayne A. Jenson

ACKNOWLEDGMENT

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

On the 13th day of September, 1982, personally appeared before me Wayne A. Jenson, signer of the foregoing instrument, who being by me duly sworn did say that he is the Vice president of Granada, Inc., and that said instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and said Wayne A. Jenson acknowledged to me that said Corporation executed the same.



Laura J. Miles  
NOTARY PUBLIC  
Residing In: Centerville, Utah