PROTECTIVE COVENANTS FOR WOODSTOCK VILLAGE NO. 4 SUBDIVISION SALT LAKE COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

That Heritage Property Company, a Utah Corporation, is the owner of the following described property (herein referred to as the "SUBJECT PROPERTY"), in Salt Lake County, State of Utah, to-wit:

WOODSTOCK VILLAGE SUBDIVISION

NOW, THEREFORE, said owner hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved as separate parcels of land subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, sale and occupancy of the subject property; and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the subject property 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 subject 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. <u>Land Used and Building Type</u>. No portion of the subject property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any portion of the subject property, other than a one single-family living unit (single-family detached on lots 78-95 and single-family attached on lots 96-103) not to exceed two stories in height, with a private garage for not less than two (2) motor vehicles and not more than four (4) motor vehicles.

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"Family" is defined to mean persons related by blood or marriage or by legal adoption.

- 2. Architectural Control. No building, roofing, landscaping, grading, fence, wall, driveway, swimming pool or other
 structure or improvements, shall be commenced, erected, placed or
 altered on the subject property nor shall any re-painting, re-roofing or remodeling be done, without the prior written approval of
 the architectural control committee and without full compliance
 with the provisions of Article III of these covenants. All
 buildings, changes, alterations and additions on the subject property shall be made in a workmanlike manner and shall be
 architecturally compatible with the rest of the subject property.
- 3. <u>Building Size</u>. No building shall be permitted on the subject property having a ground floor area in the main structure, exclusive cf one story open porches, and garages, of less than 1,200 square feet for a single story building, or 1,500 total square feet for a two story building including not less than 1000 square feet on the main floor thereof. In addition, no building, open porch or garage shall be located on any portion of the subject property nearer to any property line, nor nearer to any street, other than as provided in applicable Salt Lake County Zoning Laws and variances which may be granted from time to time with respect to the subject property.
- 4. <u>Building Location</u>. Building and fence locations shall generally conform to the plot plan attached hereto as Exhibit "A" and shall further conform to all applicable governmental rules and regulations.
- 5. <u>Nuisances</u>. No noxious or offensive activity shall be carried on upon the subject property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any owner of a portion of the subject property.
- 6. <u>Temporary and Other Structures</u>. 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 the subject property at any time. No old or secondhand structures shall be moved onto any of the subject property,

it being the intention hereof that all dwellings and other buildings to be erected on the subject property shall be new construction, architecturally compatible and of good quality workmanship and materials.

- 7. <u>Lights, Poles, and Exterior Fixtures</u>. No yard lights, mail boxes, window shades, awnings, planters, window guards, antennas, light fixtures, fans, air conditioning devices, or other similar items, shall be installed outside the interior of any building on the subject property without the prior written consent of the architectural control committee; nor may any lighting device be installed or maintained on the subject property which causes an intensity or glare offensive to, or interfering with, any owners or residents of a portion of the subject property.
- 8. <u>Signs</u>. No billboard of any character shall be erected, posted, painted or displayed upon or about the subject 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 the subject 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 and reasonable dimensions and/or designs, and in so removing such inappropriate signs shall not be liable for trespass or tortious conduct.
- 9. <u>Business or Commercial Activities</u>. No commercial or business activities of any nature shall be engaged in or conducted on the subject property.
- 10. Animals, Livestock and Poultry. No animals, livestock, or poultry cf any kind shall be raised, bred, or kept on the subject property, 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 provided they do not become an annoyance or nuisance, for any reason, to any owner or resident of a portion of the subject property. Such animals as are permitted must be approved by the architectural control

Salt Lake County ordinances. All animals shall be kept on leash when outside. No animals shall be kept outside on an ongoing or permanent basis. Any refuse, droppings or similar debris emanating from any household pets in any outside area shall be cleaned up immediately by the owner or owners of said household pets.

11. Sanitation and Health. No portion of the subject

committee and shall be strictly controlled and kept pursuant to

- property 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 the subject property except that trash may be burned inside homes that are properly equipped with non-offensive inside incinerator units. Each portion of the subject property shall be kept free of trash and refuse by the owner of such portion of the subject property. No person shall allow any unsightly, unsafe or dangerous conditions to exist on the subject property.
- 12. <u>Water Supply</u>. No individual water-supply system shall be used or permitted to be used on the subject property.
- 13. Sight Distance at Intersections and Corners. No fence, wall hedge, or shrub planting which obstructs sightlines at elevations between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any portion of the subject property, at street corners or curves within the triangular area formed by the front and side lines of such portion of the subject property. Sightline limitations shall apply on any portion of the subject property within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree, bush, or other landscaping shall be permitted to remain within such distances of such intersections or in obstruction of such sightlines.
- 14. <u>Parking</u>. 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 subject property on a permanent or regular basis, nor shall any of

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the above vehicles be parked and/or stored in any driveway or sideyard on a continuous basis, or permanently. Back or sideyards may be used for storage where properly fenced and upon prior approval of the architectural control committee. No approval for storage on individual lots shall be given for any items exceeding six (6) feet in height.

- 15. Motorcycles and Motorbike Restrictions. Motorcycles, motorbikes and similar vehicles shall not be used or ridden within the subject property for recreational or any other purposes, except that such vehicles may be used to transport persons to or from an owners residence located within the subdivision. The purpose of this paragraph is to eliminate so called "joy-riding" within the subject subdivision and to eliminate undue noise and fumes and to promote safety within the subdivision.
- been established within the subdivision for storage of recreational and other appropriate vehicles owned by various owners of residences. Title to this area and other common facilities shall be conveyed to a property owner's association by Declarant at a date which Declarant shall determine at its sole discretion but which shall in no event be later than January 1, 1982.
- 17. <u>Landscaping</u>. Each property owner shall have the duty to maintain his landscaping in an attractive, well-kept manner at all times. All landscaping is subject to prior approval by the architectural control committee, and no alterations shall be made without prior approval of the architectural control committee.

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

18. <u>Fence</u>. All initial fencing shall be installed by the Declarant, thereafter no original fences shall be altered or removed without prior written approval of the architectural control

committee. Any additional fencing shall be harmonious and constructed of like-materials, color, design and height as the original fencing and shall be approved in advance by the architectural control committee. Fences, walls or hedges shall not extend beyond the front yard set back at any point.

19. <u>Subdivision</u>. No owner of any lot within the subject property shall at any time be permitted to subdivide such lot.

ARTICLE II EASEMENT

- 1. Easements for installation and maintenance of utilities and drainage facilities, and all other easements, are reserved as shown on the recorded plat or herein set forth.
 - 2. (a) Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the subject property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots owned by others, or to have utility companies enter upon the lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.
 - (b) Wherever sanitary sewer connections, water connections, electricity, gas, telephone or cable television lines or drainage facilities are installed within the subject property, which connections serve more than (1) lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

- (a) In favor of the dominant tenement over the servient tenement for the purpose of accommodating the natural settlement of structures and surrounding fill; and
- (b) Over the portion of the servient tenement lying between the boundary of the dominant tenement and any wall or fence constructed on the servient tenement for the purposes of landscaping, drainage, the establishment of a general recreational or garden area and purposes related thereto subject to the following provisions:
- (i) The Owner of the servient tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the dominant tenement for such entry, in order to perform work related to the use and maintenance of the servient tenement; and
- (ii) The servient tenement shall have the right of drainage over, across and upon the easement area for water drainage from any structure upon the servient tenement, the right to maintain eaves and appurtenances thereto and the portions of any structure upon the servient tenement as originally constructed or as constructed pursuant to the Article herein entitled "Architectural Control"; and
- (iii) The Owner of the dominant tenement shall not attach any object to a wall or dwelling belonging to the servient tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the servient tenement; and

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- (iv) In exercising the right of entry upon the easement area as provided for above, the Owner of the servient tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided, however, the Owner of the servient tenement shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes.
- (c) Any damage caused by the Owner of the dominant tenement to the servient tenement or structures

 located thereon shall be repaired and paid for by the Owner of said dominant tenement.

ARTICLE III COMMON AREAS, OWNERSHIP AND MANAGEMENT

- 1. <u>Common Areas and Facilities</u>. The following are designated as common areas and facilities of the subject property, tc-wit: the recreational vehicle storage area; the park strip area located contiguous to 1300 East Street and the community street lighting system located within the part strip, all of which areas and facilities are more particularly designated as such on the plat attached hereto as Exhibit "A" and by this reference made a part hereof.
- 2. Ownership Association of Property Owners. The property owners of the subject property shall comprise an association for the administration for the ownership, administration and management of the common areas and facilities upon the terms and conditions specified in these protective covenants. All common expenses shall be shared and allocated equally over the lots within the subject property with each lot considered to hold one share with the total lots representing 100% of such shares.
- 3. <u>By-Laws of Property Owners Association</u>. The procedure for administration and management of the common areas and facilities of the subject property shall be governed by the following By-laws:

(b) Annual meeting of lot owners and elections. The lot owners shall hold an annual meeting on the first Tuesday in June, or at such other time as may be designated by the management committee designated hereinbelow and delivered to the owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, elections shall be held to elect members of the management committee, which members shall also serve as and constitute the architectural committee referred to in these protective covenants. A financial report shall be given and such other business conducted as may be properly presented at the meeting. A special meeting of the lot owners may be called at any time by written notice signed by the majority of the management committee or by the owners having one-third (1/3) of the total votes, delivered not less than 15 days prior to the date fixed for said meeting. Such meeting shall be held within the premises of the subdivision and the notice therefor shall state the date, time, place and matters to be considered. Notices may be delivered personally or by United States.

Address changes may occur by giving notice in writing to the management committee.

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(c) The Management/Architectural Control Committee. The management committee, also referred to herein as the architectural control committee, shall initially consist of three (3) persons, appointed by the Declarant, which committee shall serve until the project is completed, at which time the Declarant shall appoint three (3) residents of the subject property to replace the initial committee, which persons shall serve until the first annual meeting of the owners, at which time an election shall be held as provided herein. The management/architectural control committee shall have all the powers, duties and responsibilities which are provided by law, and by these protective covenants and any amendments subsequently filed hereto. Said committee shall be responsible to control the operation and management of the common areas and facilities in accordance with these protective covenants, and such administrative and management rules and regulations as the committee shall adopt from time to time. The committee shall provide for the proper and reasonable control, operation and management of the common areas and facilities and maintain and repair the same. They shall supervise the access and activities pertaining to the same. In the case of a vacancy on the management committee occasioned by death, resignation, removal or inability to act for a period in excess of 90 days the remaining members of the committee shall elect a successor to hold office until the next regular meeting of the lot owners. The committee shall elect such officers as it shall deem appropriate and shall hold regular meetings at times and places which the committee shall determine within the subject property. The quorum for the transaction of business shall consist of the majority of the committee in office. The management/architectural control committee shall have authority to provide additional facilities and

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improvements within the common areas, provided such additional facilities and improvements shall not cost in excess of the aggregate of \$1,000.00 per year. Facilities or improvements in excess of \$1,000.00 per year shall require the approval and consent of 2/3 of the lot owners. The Committee shall have the power to adopt and establish management and operation rules for the common areas and facilities as the committee shall deem necessary or desireable and proper for the maintenance, operation, management and control of said common areas and facilities. They may from time to time alter, amend or repeal said rules. All lot owners shall, at all times; obey all such rules and see that the same are faithfully observed by those persons over whom they have or exercise control and supervision. It being understood and agreed that such rules shall apply to and be binding upon all of the lot owners and/or occupants of all homes within the subject property. The management/architectural control committee shall determine all uses of the common areas and facilities and may obtain insurance, insuring the committee, the lot owners or other appropriate persons against liability to the public or to the owners of lots, their invitees or tenants incident to ownership for use of the common areas and facilities, together with such other insurance as may be deemed necessary by the Committee to cover other risks of similar nature which are customarily covered for common areas or facilities.

4. <u>Payment of Expenses</u>. Each lot owner hereby agrees to pay to the management/architectural control committee his or their portion of all costs and expenses required and deemed necessary, if any, by the management/architectural control committee in connection with the common areas and facilities and the management, maintenance and operation of the same. Costs

and expenses may include, among others, the costs of management, taxes, special assessments, fire, casualty, and public liability insurance premiums, common lighting and electrical charges, landscaping and care of the grounds, repairs, renovations of common areas and facilities, maintenance and repairs, snow removal, wages, water and related charges, legal and accounting fees, costs of operation of all equipment and cost of electricity and other expenses and liabilities incurred by the management committee under or by reason of their duties under these covenants as well as the payment of any deficits remaining from any previous period and the creation of a reasonable contingency or reserve fund as well as all other costs or expenses of any nature relating to the common areas and facilities. Such payments shall be made upon such terms and at such times and in the manner provided by the management committee without deduction of any offsets or claims which the owner may have against the committee, and if any lot owner or owners shall fail to pay any installment within one (1) month from the time that the same becomes due, the owner shall pay interest thereon of two (2) percent per month from the date such installment shall become due to the payment thereof, and all costs and expenses including a reasonable attorney's fee incurred by the management/architectural control committee in collecting such assessments, whether or not formal legal proceedings have been commenced. The management/ architectural committee may, from time to time, up to the close of each calendar year for which cash requirements have been determined, increase or diminish the amounts previously fixed or determined for such year and may include in the cash requirements for any year, any liabilities or items of expense which have accrued or have become payable in the previous year or which might have been included in the cash requirements in the previous year but were not included therein for any reason. Notwithstanding anything to the contrary, any and all assessment practices shall comply with the revenue rulings and regulations of the Internal Revenue Service which have been or may be promolgated. The

management/architectural control committee shall have discretionary powers to determine the management and operation of the common areas and facilities and to determine the cash requirements of the committee to be paid as aforesaid by the owners for the operation, maintenance, repair and replacement of same. Each month the assessment or other assessments of any nature shall be separate, distinct, personal debts and obligations of the lot owners against whom the same are assessed, at the time the assessment is made and shall be collectible as such. Suits to recover a money judgment for the unpaid common expenses may be maintained without foreclosing or waiving the liens securing the same. The amount of the assessment, whether regular or special, assessed to the owners of any lots plus two percent per month and costs, including a reasonable attorney's fee, shall become a lien upon such lot upon recordation of a Notice of Assessment with said lien having priority over all other liens and encumbrances recorded or unrecorded, except only (a) tax and special assessment liens of the lot in favor of any assessment authority or special district and (b) encumbrances upon the owner's lot and such owner's interests as are recorded prior to the date of recording of such Notice of Assessment. The Notice of Assessment shall be made on a certificate executed and acknowledged by the majority of the management/architectural control committee stating the indebtedness secured by the lien and shall describe the lot upon which the same is held and the same shall be conclusive upon the committee and the owners as to the amount of the indebtedness on the date of the certificate in favor or all persons who rely thereon in good faith. Upon payment of a delinquent assessment concerning which such a Certificate has been recorded with the office of the Salt Lake County Recorder or satisfaction thereof, the management/architectural control $% \left(1\right) =\left(1\right) \left(1\right$ committee shall cause to be recorded in the same manner as the Notice of Assessment a further Certificate of Satisfaction and Release stating satisfaction and release of the lien thereof.

Notwithstanding any provisions herein to the contrary the liens created hereunder upon any lot shall be subject and subordinate to and shall not affect the rights of the holder or holders of indebtedness secured by any recorded first mortgage meaning a mortgage with first priority over other mortgages upon such interest made in good faith and for value.

6. Additional Powers. The management/architectural control committee is hereby further vested with such other powers as are set forth in these covenants including but not limited to those powers set forth in Article IV hereof.

ARTICLE IV DURATION, ENFORCEMENT AND AMENDMENT

- 1. <u>Duration of Restrictions</u>. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.
- 2. Enforcement. The owner or owners of any portion of the subject property, and/or the architectural control committee, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the architectural control committee, the Declarant executing these conditions, covenants and reservations or any property owner, or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

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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 Declarant and the owners of the subject property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

4. Architectural Control Committee. The architectural control committee which is vested with the powers described hereinabove shall initially consist of three (3) persons appointed by the undersigned Declarant. Prior to the commencement of any excavations, construction, remodeling or alteration to any structure, theretofore completed, there shall first be filed with the architectural control committee one (1) complete set of plans and specifications for each excavation, construction, remodeling or alteration, together with a block or plot plan indicating the exact part of the subject property the improvement 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, in the committee's discretion, are not desirable, and in so passing upon them the committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling or alteration and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof 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. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required.

No member of the architectural control committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions, except as may be provided in Article III of these covenants.

At any time, the then record owners of a majority of the subject property 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.

In the event of the death or resignation of the refusal or inability to act of any member of such committee the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee to fill any such vacancy with like authority.

The architectural control committee shall have the power and authority to take such action as it deems necessary to keep any portion of the subject property and exterior of any structure maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the committee may notify any owner of a portion of the subject property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event the architectural control committee shall cause the necessary corrections to be made and compliance hereunder to be effected, and the cost and expenses thereof shall constitute a lien against such real property affected and shall also be the personal obligation of the owner of said property. The architectural control committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved. The initial architectural

control committee shall consist of Lamar Bradshaw, Larry Bradshaw and Rick Hughes. After completion of development, Declarant shall appoint three (3) persons to replace the initial committee members names hereinabove. The three (3) members appointed at that time by Declarant shall be appointed to staggered initial terms of one, two, and three years respectively. At the expiration of a member's term, an election shall be held by the owners who shall elect a new member to the architectural control committee for a three (3) year term. In elections each lot shall be construed to have one (1) vote.

- 5. Assignment and Reservation of Powers. Any and all rights and powers of the undersigned Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors-in-interest of the Declarant.
- 6. <u>Consents</u>. The Declarant has obtained the acknowledgement and consent to these protective covenants of all third-party living unit owners, and all parties possessing liens affecting any portion of the subject property; and all such consents are attached hereto and by this reference are made a part hereof.

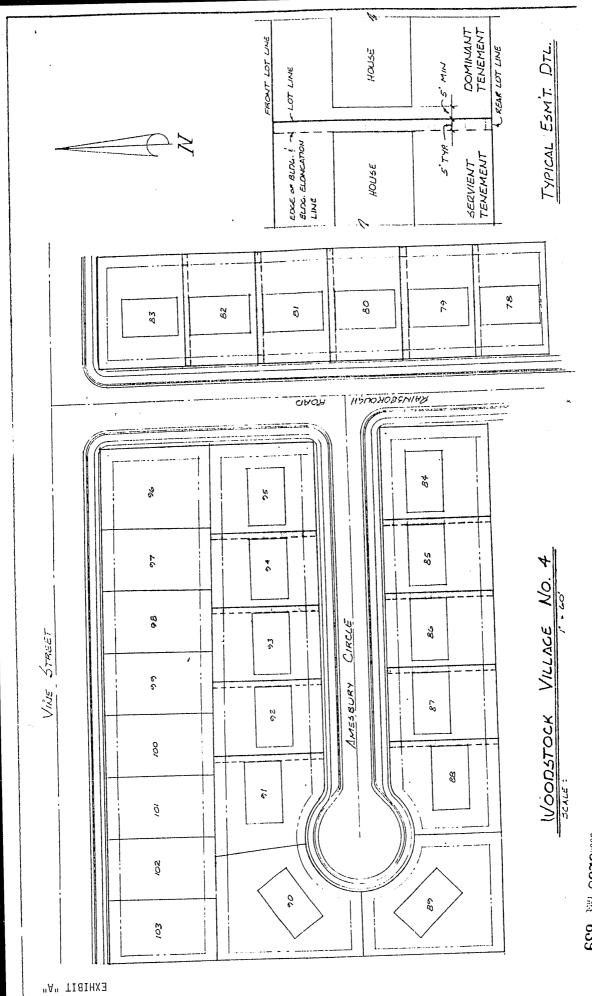
IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 2% day of 4% day of 2% 1979.

HERITAGE PROPERTY COMPANY, A Utah Corporation

By: Sun Yeakston.

Its: Programme

STATE OF UTAH) : ss COUNTY OF SALT LAKE



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A Utah Corporation, that he has read and knows the contents of the above and foregoing instrument, and that the same was executed by him on behalf of said Corporation by authority of a Resolution of its Board of Directors.

Rulon H Brudshaw

Residing:

1562 River Oak, Dr. Sundy Lit