



151 South Main Street Salt Lake City, Utah 84111 (801) 328-8917

Recorded SEP 12 1972 at 157
Request of PIONEER TILL COMPANY

DEADAN MARTIN

400 East Lake Street
Salt Lake City, Utah 84101

2485847 DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR WILLOW CREEK SUBDIVISION NO. 13

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, TRACY REALTY COMPANY, a corporation of Utah, has heretofore caused to be surveyed, platted and subdivided into lots and streets, certain real property located in Salt Lake County, State of Utah, to-wit:

All of Lots 1 to 41, inclusive, WILLOW CREEK SUBDIVISION NO. 13, according to the official plat thereof as recorded in the office of the County Recorder of said County.

That the undersigned is the legal owner of Lots 1 to 41 inclusive, being all of the land located in said Subdivision, except that portion thereof dedicated as public streets.

NOW THEREFORE, in order to protect the natural beauty of the area and its view, and in order to develop a harmonious and regulated community for the benefit and protection of all of the owners of the area, it is hereby declared by the undersigned that all of the lots in said Subdivision are held and shall be sold, conveyed, occupied, and mortgaged subject to the following restrictions, conditions, covenants and agreements between the undersigned and the several owners and purchasers of said property as between themselves and their heirs, successors or assigns:

1. GENERAL PURPOSES OF RESTRICTIONS: To insure the best use and the most appropriate development in the improvement of each building lot thereof; to protect the owners of building lots against such improper use of surrounding lots as may depreciate the value of their property; to preserve, as far as practicable, the natural beauty of said lots; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes to insure the highest and best development of said lots; to encourage and secure the erection of attractive homes thereon with appropriate locations on said lots; to prevent haphazard and inharmonious improvements of building lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvements on said lots and thereby to enhance the values of the investments made by purchasers of said lots.

2. LAND USE: No lot shall be used except for residential purposes. No lot shall be used for or occupied by other than a single family dwelling, garage, or guest house and the necessary incidental outbuildings. No flat or apartment house shall be permitted. Not more than one residence shall be permitted on any one lot.

3. ARCHITECTURAL CONTROL AND APPROVAL OF PLANS: No building, fence, wall or other structure shall be constructed, erected, or maintained, nor shall any addition thereto or change or alteration thereof be made, until the plans and specifications, showing the nature, kind, shape, height, type of material, floor plan, exterior color scheme, location and approximate cost thereof, and the grading plan and plot plan therefor, shall have been submitted to and approved in writing by the Architectural Control Committee, hereinafter called Committee, as hereinafter created. Copies of such plans and specifications, as finally approved, shall be filed permanently with the Committee. In the event the Committee fails to approve such plans and specifications within thirty (30) days after the same have been submitted to it, or in any event, if no suit to enjoin the erection of the proposed buildings or the making of the proposed alterations have been commenced prior to the completion thereof, such approval will not be required, and this restriction will be deemed to have been fully complied with.

BOOK 3157 PAGE 397

The Architectural Control Committee shall consist of Bernard C. Fallentine, Lois Fallentine and Sue Counts. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for their services, The Committee shall, however, have the authority to employ the services of an architect as consultant and to charge a sum of \$25.00 for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote upon the passing of the plans and specifications. When 75% of the lots of said Subdivision have been sold and conveyed by the undersigned, then the record owners of a majority of the lots shall have the power to change the membership of the Committee.

4. DIVISION OF LOTS: No lot shall be divided into smaller lots nor conveyed or encumbered in any less than the full original dimensions as shown on the recorded plat, except for utilities easements, without the express prior written consent of the committee. No lot shall be conveyed in whole or in part for right-of-way purposes for ingress or egress to other lands without the express prior written consent of the Committee.

5. MINIMUM BUILDING COSTS: The undersigned reserve the right for themselves, their successors, and assigns to establish minimum figures for the cost per square foot of floor area, and minimum figures for the floor area in square feet, of any dwelling to be erected on any of said lots, and to specify said minimum in contracts and deeds to any or all of said lots. These minimum costs per square foot floor area and minimum floor areas may also be set from time to time by the Committee.

6. EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The undersigned reserve easements over or under the surface, or both, as may be required for the installation and maintenance of electric lines, telephone lines, water (domestic and irrigation), sewer (storm and sanitation), gas lines, and other public utilities, with the right to assign said 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 activities 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; nor shall any of the lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the occupants of any other lot.

8. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be moved on to or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted on any lot. Any building program once started shall be carried forward without undue delay.

9. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets, in reasonable number, which may be kept, provided they are not kept, bred or maintained for any commercial purpose.

10. SIGNS: No advertising signs, billboards, or unsightly objects shall be erected, placed or permitted to remain on any lot, except one sign, not to exceed eight (8) square feet, may be placed on any lot for the purpose of advertising the property for sale or rent.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other

BOOK 3157 PAGE 398

waste shall not be kept, except in sanitary containers, and such shall be promptly removed from the lots and shall not be allowed to accumulate. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SERVICE EQUIPMENT: All clothes lines, laundry equipment, service yards, wood piles, or storage piles, shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring lots, streets, and the golf course property.

13. RADIO AND TELEVISION ANTENNAS: No radio, short wave, or television antennas over three (3) feet above the highest roof line of the residence shall be permitted unless expressly approved in writing by the Committee.

14. VIEW OBSTRUCTIONS: No fence, wall, hedge or shrub planting which unreasonably obstructs the scenic view shall be permitted. Landscaping shall be planned so as to avoid undue obstruction of the view of the golf course or adjacent lots. Rear yard fencing on all lots must be approved by the committee.

15. DURATION OF RESTRICTIONS: These restrictions, covenants and conditions, and each of them, shall constitute covenants running with the land, and every part thereof, and shall be binding on the undersigned and all parties claiming under or through it for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to modify, change, or terminate them.

16. SEVERABILITY: The invalidation of any one of these covenants, restrictions, or conditions by judgment or court order, shall in no wise affect any of the others, all of which shall remain in full force and effect.

17. ENFORCEMENT: All of the provisions hereinabove set forth shall be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same, such action to be brought in order to restrain any such violation, or to recover damages therefor, or both.

Dated this 29 day of Aug, 1972.

TRACY REALTY COMPANY

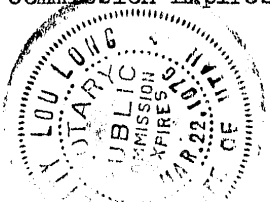
By Bernard C. Fallentine
President

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 29 day of Aug, 1972 personally appeared before me, BERNARD C. FALLENLINE, who being by me duly sworn did say that he is the President of TRACY REALTY COMPANY, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said BERNARD C. FALLENLINE acknowledged to me that said corporation executed the same.

Betty Lou Long
Notary Public

My Commission Expires: March 22, 1976 Residing at Salt Lake City, Utah



BOOK 3157 PAGE 399