

DECLARATION OF RESTRICTIVE COVENANTS, AGREEMENTS,
AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS
WHITE CITY NO. 25

4442485

WHEREAS, the undersigned ("Declarant") is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as follows:

White City No. 25, according to the official plat thereof as recorded in the office of the County Recorder of said county.

WHEREAS, the undersigned intends to sell lots within the property described heretofore, pursuant to a general plan of improvement and subject to certain restrictions, conditions, covenants and agreements between the several purchasers of said lots, as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners, purchasers, and occupants of said property and between themselves and their heirs, successors and assigns:

1. MUTUAL AND RECIPROCAL BENEFITS, ETC.: All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS: All covenants and restrictions herein stated shall run with the land and all owners, purchasers or occupants thereof shall by acceptance of contracts or deeds, possession or occupancy, be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 2007, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of a majority of the then owners of said lots, it is agreed to amend or release said covenants in whole, in part or by an appropriate agreement in writing specifying the restriction(s) amended or released and by filing said agreement with the office of the Salt Lake County Recorder. Provided, however, any amendment or release regarding paragraph 3 shall require a unanimous vote.

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed three (3) stories, and a private garage for not more than three (3) vehicles. Notwithstanding the foregoing, the height of any building, structure

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or appurtenance thereto shall not be higher than thirty (30) feet above the natural grade of the lot, unless approved in writing by the Architectural and Structural Control Committee. The Architectural and Structural Control Committee shall have power to further limit the number of stories and the height of structures as to all lots in its sole and exclusive discretion. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum above grade finished living area of 950 square feet for a single level residence; provided that a two story dwelling may have a minimum of 700 square feet on the first floor. All construction shall be of new materials except for approved "used brick". Such accessory buildings as are approved by the Architectural and Structural Control Committee may also be permitted.

4. MOVING OF STRUCTURES: No structure of any kind shall be moved from any other place to the property.

5. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 12 months. No building shall remain incomplete for any reason for a period in excess of eleven (11) months from the date that site excavation commenced.

6. COMPLIANCE WITH ZONING ORDINANCES OF SANDY CITY: All excavation work, all foundations, all construction, and all buildings in said subdivision shall be done, performed, or placed, as the case may be, in, on or upon said lots in accordance with the provisions of Sandy City Zoning Ordinances in effect in connection with the property described heretofore when the buildings are constructed. This provision shall not affect the applicability of the other provisions hereof.

7. TEMPORARY STRUCTURES: No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence. Subject to ordinances of Sandy City, a trailer or other temporary building may be placed on a lot during construction solely for the purpose of facilitating construction, but not as a residence or for overnight accomodation.

8. NUISANCES:

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

B. Pets. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, rabbits, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision, excepting only a reasonable number of common household pets. Pets shall at all times be under proper control and supervision of their owners.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard or side yard portion of any lot, except that regularly used passenger cars

and light pick-up trucks may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages.

D. Signs. Except for signs displayed by the Declarant during the construction and lot sales provided, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding four square feet advertising the sale or lease of a lot and the improvements thereon.

E. Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

F. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

G. Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, a television antenna may be placed on a structure at a height to be specifically approved by the Architectural and Structural Control Committee.

H. Construction Debris. All lot owners shall properly maintain their lots during the construction so as to insure that no "spoils" from construction or any other debris are permitted to locate on any adjoining lot or any public property or public right of way. Lot owners shall take whatever action is necessary to prevent run-off to and resultant erosion of adjoining private property. Lot owners agree that the undersigned or the Architectural and Structural Control Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property resulting from activities of a lot owner, his builder or any other person employed or otherwise controlled by a lot owner, and record a mechanic's lien against the lot owner's property to secure the repayment of all sums expended by said Committee or the undersigned in cleaning up and removing said "spoils" and debris from adjoining public or private property if same is not voluntarily cleaned up and removed by the lot owner within 48 hours of written notice from the Declarant, another lot owner, or said Committee, identifying the required clean up and removal work.

9. EASEMENTS: Easements and rights of way over portions of said real property have been dedicated as public utility easements for the erection, construction, maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the public and owners of lots in said tract, as are shown on the subdivision plat. No structural improvements shall be placed in any such easements.

10. SET BACKS: No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" provisions of applicable Sandy City ordinances and "set back" lines as established in each instance by the Committee and in conformity with any

additional "set back" lines which may be fixed by the Declarant, its successors and assigns, in the recorded subdivision plat, contracts or deeds to any or all of the lots created on said property. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, providing such set back complies with all applicable zoning regulations.

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 35 feet or more from the minimum front building set back line. No main building shall be located on any interior lot nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located within ten feet of the rear lot line, so long as such buildings do not encroach upon any easements.

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 any lot to encroach upon another lot.

11. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 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 required front and side yard clearances are maintained and all zoning requirements are satisfied.

12. MANNER OF VOTING: In voting, pursuant to the provisions of paragraphs two or thirteen hereof, each lot owner of record shall be entitled to one vote for each lot owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners. Any vote resulting in the amendment or repeal of the Declaration shall be recorded in the County Recorder's Office of the County of Salt Lake, State of Utah.

13. ARCHITECTURAL AND STRUCTURAL SUPERVISING COMMITTEE: An architectural and Structural Control Committee (hereinafter "the Committee"), consisting of four (4) members is hereby created, and the Declarant may fill vacancies in the Committee and remove members thereof at its pleasure, provided, however, that when 90% of the lots in the subdivision have been sold (either deeded or sold under contract of sale), thereafter, upon written designation of 85% of those who are owners (either by contract of purchase, or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Committee, the Declarant will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments, provided further, however, that one person designated by the Declarant shall always remain a member of said Committee if the Declarant so desires. The functions of said Committee shall be in addition to the functions elsewhere in the Declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in the subdivision, so that all structures shall conform to the restrictions and general plans of the undersigned, and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided.

The committee may act by any three (3) of its members, and any authorization, approval or power made by the Committee must be in writing.

14. ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE MEMBERS: The initial Committee members shall be:

Bruce E. Holmes
P. O. Box 17346
Salt Lake City, Utah 84117

Michael T. Mulholland
P. O. Box 17846
Salt Lake City, Utah 84117

American Development Company
559 East South Temple
Salt Lake City, Utah 84102

Philip W. Hallstrom
4999 Jordan Canal Road
Salt Lake City, Utah 84119

15. ARCHITECTURAL AND STRUCTURAL CONTROL:

A. Approval Required. No building or structure, including a tennis court or swimming pool shall be erected, remodeled or placed on any lot without the written approval as to location, height, design and harmony with existing structures first having been obtained from the Committee. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established. No fence or wall shall be erected on any lot nearer to the street than the minimum building setback line unless similarly approved.

B. Architectural Guidelines. The following architectural guidelines shall apply to all lots in White City No. 25 affected hereby:

(1.) Harmony in Building. The exterior material of all homes shall be either wood, stucco, brick, aluminum siding, concrete or stone, or other material approved by the Architectural and Structural Control Committee, or a combination thereof. The roofing materials shall be either wood shingles, composition shingles, tile roofs, gravel roofs or other material approved by the Architectural and Structural Control Committee in natural colors.

(2.) Fences. The height of fences shall be in conformity with Sandy City ordinances.

(3.) Exterior Lighting. If required by Sandy City, some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole.

(4.) Samples. Prior to the approval of any building or structure, appropriate building material samples must be provided to the Committee in order to determine if said materials comply with the terms of these conditions and restrictions.

(5.) Prohibition against soil erosion and runoff. It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system.

16. ARCHITECTURAL PROCEDURE: The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the lot owners and/or their designer or architect. The Committee's review of plans shall in no way be concerned with the structural or mechanical integrity or ability of the building or with architectural or structural soundness thereof.

17. ADDITIONAL COVENANTS:

A. Landscaping. Lots shall be landscaped and planted with trees, lawns, shrubs, or other plantings which shall be properly nurtured and maintained or replaced at the property owner's expense. Landscaping must be commenced within one month of the date the house is ready for occupancy (or by April 30 of the following year if a house is ready for occupancy after October 15) and must be completed within nine months of the date the house is approved for occupancy.

B. Concrete Maintenance. Each lot owner shall at all times keep the curb and gutter and sidewalk in front of his or her lot or lots in good conditions, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Committee.

C. Enforcement. The lot owners hereby agree that the Committee may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under these agreements. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor such lot owner shall pay reasonable attorney's fees for the plaintiff's attorney as such fees may be fixed by the Court.

18. VIOLATIONS OF RESTRICTIONS, PENALTIES: Violation of any of the restrictions, conditions, covenants, or agreements herein contained shall give the Committee, the Declarant, their successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

19. ACCEPTANCE OF RESTRICTIONS: All owners and purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, and all occupants, by their possession or

occupancy, shall thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

20. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE: Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

21. SEVERABILITY: Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

22. PARAGRAPH CAPTIONS: The paragraph captions and phrases as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

23. ATTORNEY'S FEES AND COSTS: In the event any claim, demand or lawsuit is made or instituted to enforce any of the provisions contained in these covenants, conditions and restrictions, the defaulting owner or purchaser agrees to pay all costs and expenses of enforcing the same, or collecting any penalties or damages, including the payment of a reasonable attorney's fee and all court costs.

24. RELATIONSHIP TO CITY ORDINANCES: The provisions contained in these covenants, conditions, and restrictions are in addition to the effective ordinances of Sandy City, Salt Lake County, State of Utah. In the event of any conflict between the provisions of this Declaration and the effective ordinances of Sandy City, the most restrictive provision shall apply.

IN WITNESS WHEREOF, the undersigned has executed this document this 15th day of April, 1987.

AMERICAN DEVELOPMENT COMPANY

By: 
GLEN SAXTON, PRESIDENT

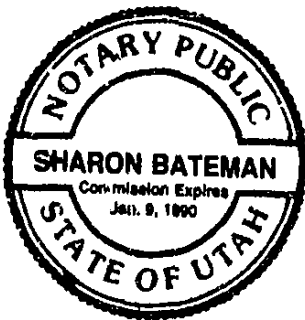


STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On the 15th day of April, A. D. 1987, personally appeared before me GLEN SAXTON, who being by me duly sworn did say that he, the said GLEN SAXTON, is the president of AMERICAN DEVELOPMENT COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said GLEN SAXTON duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Sharon Bateman
Notary Public

My commission expires 1-9-90 My residence is Salt Lake County, Utah



REBECCA GRAY
Rebecca Gray
DEP
SECURITY TITLE

2690

APR 22 4 20 PM '87

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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