

- TO -  
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS AND CONDITIONS  
AFFECTING THE REAL PROPERTY KNOWN AS  
MIDWAY FARMS SUBDIVISION NO. 2

Entry No.  
Recorded  
Book            Page  
Dated

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the County of Wasatch, State of Utah, known as MIDWAY FARMS SUBDIVISION, and more particularly described as follows:

Beginning at the East 1/4 Corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 1271.564 feet along the East line of said Section 27 to the Northeast corner of Midway Farms Subdivision, thence West 698.76 feet along said north line; thence N0°48'E 675.295 feet; thence N89°12'W 301.94 feet; thence N0°48'E 225.50 feet; thence N89°12'W 1051.064 feet; thence N0°48'E 352.00 feet; thence East 1419.43 feet; thence S0°48'W 417.44 feet; thence East 251.19 feet; thence N0°48'E 169.94 feet; thence East 176.00 feet; thence N0°48'E 247.50 feet; thence East 187.52 feet to the point of beginning.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan to improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves 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 and purchasers of said property as 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 mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and 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. TERMS OF RESTRICTIONS: Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the 1st day of January, 1993, upon which date shall be automatically continued for successive periods of ten years each, unless it is agreed by the vote of the then record owners of a majority of the property.

3. PETS, ANIMALS, ETC.: Pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink are not permitted on any lot either temporarily or permanently. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner.

4. SIGNS: No signs shall be displayed on any of said lots except as allowed by the Architectural Supervising Committee. Provided, however, there may be displayed a sign not exceeding 24 inches by 24 inches advertising the fact that the lot is for sale or lease.

ENTRY NO. 113852 DATE AUGUST 13, 1978 TIME 12:50 FEE 7.00  
RECORDED FOR SECURITY TITLE BOOK 120 PAGE 29  
RECORDED Henry G. McMillan BY JOE HUBER

FILE ( ) INDEX ( ) ABSTRACT ( )

5. PRIVATE RESIDENCE: MOVING OF STRUCTURES: Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other place upon said premises, unless approved by the Architectural Supervising Committee, nor shall any incomplete building be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Supervising Committee. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a permanent or temporary residence.

6. EXCAVATING: No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building or structure thereon.

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

8. EASEMENTS: Such easement and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of wires, pipes, channels, conduits and ditches for benefit of the owners of lots in said tract, as may be shown on each map and the undersigned, its successors, and assigns, shall have the right to so reserve said easements on any or all of the lots shown on said map. No structures of any kind shall be erected over any of such easements, except upon written permission of the undersigned, their successors or assigns. The easements and common properties shall be controlled by a Property Owners Association to which each lot owner will be responsible for maintenance and operation.

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 pipes, conduits or ditches, or which may change or alter the direction of flow of ditches, or channels in the easements, or which may obstruct or retard the flow of water through said channels in the easements or to obstruct the free, safe and sanitary use and enjoyment of the bridle path. 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.

9. RE-SUBDIVISION OF SITES: None of said lots may be re-subdivided.

10. FENCES, WALLS AND OUTBUILDINGS: No fence, wall or outbuilding shall be erected on said premises without the approval of the Architectural Supervising Committee.

11. MANNER OF VOTING: In voting, pursuant to the provisions of paragraph two thereof, 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 and recorded in the County Recorder's Office of the County of Wasatch, State of Utah.

12. ARCHITECTURAL SUPERVISING COMMITTEE: An Architectural Supervising Committee consisting of three members has been created by the undersigned, and the undersigned may fill vacancies in the Committee and remove members thereof at their pleasure, provided however, that when 90% of the lots in said tract have been sold (either deeded or sold under contract of sale) thereafter, upon written designation by 85% of those who are owners (either under desire to make a member or members of said Committee) the undersigned will appoint such person or persons on 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 undersigned shall always remain a member of said Committee of the undersigned so desires. The functions of said Committee shall be, in addition to the functions elsewhere in this declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in said tract, 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 two of its members, and any authorization approval or power made by the Committee must be in writing signed by at least two members.

**13. IMPROVEMENTS:**

a) **Type of Structures:** No buildings other than one single family dwelling house (except as hereinafter provided) and any appropriate outbuildings, including guest houses and farm and ranch hand quarters, shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outhouses.

b) Before the Architectural Supervising Committee may approve any plans for construction work of any kind on the premises, the lot owner or purchaser must submit to said Committee an accurate plot plan showing the exact location of all buildings to be built on the lot.

c) **Approval of Plans:** No structures, either residence, outbuildings, tennis court, swimming pool, wall, fence or other improvements shall be constructed upon any of the said lots without the written approval as to location height, and design thereof first having been obtained from the Architectural Supervising Committee. Before construction work of any kind is started, the plan of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval, together with the floor plan plotted on a map of said lots and any additional details of the house construction the Architectural Supervising Committee may require.

d) The Architectural Supervising Committee highly recommends that each lot owner devise a landscape plan for his lot and proceed to carry it out even if there is no immediate plan to build on the lot.

**14. USE:** 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 of nuisance to the neighborhood. The Architectural Supervising Committee shall be sole judge of which shall be an annoyance or nuisance to the neighborhood.

a) No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up trucks can be parked on the driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports or on the rear yard areas of each lot.

**15. MINIMUM BUILDING COSTS:** The undersigned reserves the right for itself, its successors and assigns to set a minimum figure for the cost and minimum square footage of any dwelling house to be erected on any of said lots in contracts and deeds to any or all of the lots created in above described property.

**16. UNDERGROUND CIRCUITS:** Where underground distribution circuits are available or in place in the rear of the lots in the subdivision, the owners shall be obligated to install underground service to their homes from the distribution circuits.

**17. VIOLATIONS OF RESTRICTIONS, PENALTIES:** Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its 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.

