

DECLARATION OF RESTRICTIONS

1840109

WHEREAS, the title of the following described property situated in Salt Lake County, State of Utah:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, ROSE PARK PLAT H-1, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah.  
now stands of record in the name of Western Horizon Homes, Inc.

WHEREAS, the owner desires to create restrictions and covenants affecting said property,

NOW THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of said lots, Western Horizon Homes, Inc. hereby declares the property hereinabove described to be subject to the restrictions herein recited, which restrictions shall burden all of such property and shall operate as a blanket encumbrance upon all of such property, and shall be deemed to be incorporated by references in all conveyances of said property, or any part thereof, and all conveyances of said property, or any part thereof, shall be subject to said restrictions, which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, its successors, assigns and to each grantee who is or becomes the owner of any lot. The restrictions are as follows:

A. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, and a private garage for not more than two (2) cars, and other structures as provided in Paragraph "G".

B. No building, outhouse, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall any change be made to the exterior by way of alteration, addition, repairing, remodeling or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications thereof, including front, side and rear elevations and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered structure, on the lot with reference to the street and side lines thereof, shall have first been submitted in writing for approval and approved in writing by the Committee provided for in Paragraph "E".

Except when installed as part of the original construction of a dwelling prior to the initial sale or other disposition of such dwelling, fences, walls and similar structures may be erected or maintained only within the set-back lines as provided in paragraph "G", and shall not extend toward any street either in the front, or in the rear or at either side of the dwelling beyond the point which is as far away from such street as the nearest corner of such dwelling is from such street. For the purpose of the foregoing sentence, a garage attached to, but not set behind a dwelling, shall be considered part of the dwelling. Except when installed as part of the original construction of a dwelling prior to the initial sale or other disposition of such dwelling, no fence, wall or other similar structure may exceed six (6) feet above the finished surface of the ground. Fences or walls which are installed by subdivider as subdivision boundary line fences or walls and/or subdivision entrances shall be exempt from the restrictions of this paragraph, and shall be considered permanent structures; owners of lots which they abut shall be responsible for their continuing care and maintenance as well as for the continuing care and maintenance of landscaping which is installed to beautify such walls or fences and or areas appertenant thereto. No alterations to such walls, fences or entrances shall be made without prior approval of the Committee.

C. In the event the proposed improvements be only for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall be necessary to file in duplicate the color schemes of such proposed work, and have the same approved in writing prior to the commencement of such work.

D. The Committee shall endorse the plans and specifications, etc.

on all work performed, whether for decoration or alteration, and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.

E. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently, and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this Declaration.

F. The Building and Architectural Committee shall be composed of Alan E. Brockbank, Stephen M. Smith and L. H. Brockbank, Jr., or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any one or more members of said Committee, the remaining member, or members, may appoint a member, or members, as the case may be, to fill such vacancy, or vacancies. The Committee, whether constituted of three (3), two (2), or one (1) members, shall have full authority to approve, or disapprove, such design and location, to designate a representative, or representatives, and to perform all other acts to be undertaken by the Committee. In the event said Committee, or its designated representative, fails to approve, or disapprove, such location and design within thirty (30) days after said plans and specifications have been submitted to it, this Covenant will be deemed to have been fully satisfied. Neither the members of such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these Covenants. The powers and the duties of such Committee, and of its designated representative, shall cease on and after January 1st, 1992. Thereafter the approval described in this Covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of said lots, and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Committee. It is the intent of these Restrictions to define the name "Committee" wherever it appears in the Restrictions to mean the "Building and Architectural Committee" referred to in this paragraph.

G. No building shall be located on any residential lot nearer than twenty (20) feet from the front lot line, nor nearer than fifteen (15) feet from any side street line. No building, except a detached garage, or other outbuilding, located fifty (50) feet, or more, from the front lot line, shall be located nearer than 8.0 feet to any side lot line.

H. No residential structure shall be erected, or placed on any building lot, which lot has an area of less than 5500 square feet, or a width of less than 50 feet at the front building set-back line.

I. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be, or will become, any annoyance or nuisance to the neighborhood.

J. No ~~trailer~~ basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any house be moved upon any lot, or any part of a lot in this section unless permission is given by Committee mentioned above in Paragraph "F". No trailer shall be parked in the tract at any time.

K. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless and until written approval shall have been secured from the Committee.

L. Except as provided in Paragraph "M" hereof, no animal, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry shall be kept or maintained on any part of said property.

M. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot; but an occupant shall not keep on any lot a pet that is capable of being mated with any other pet kept on the same lot. The Committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose, unless and until authorized in writing by the Committee, and in granting any such authorization the Committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or any other noisy fowl, be kept for any purpose on any lot. No irrigation by flooding shall be permitted in the tract.

N. No dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of one-story open porches and garages, which shall be less than 1000 square feet in the case of a one-story structure.

O. Easements affecting all lots are reserved over the rear five feet of each lot, and easements are reserved five feet in width along side-yard lines as shall be required to meet the installation and maintenance of utilities.

P. No sign, billboard, or advertising structure may be erected or displayed on any of the lots, except Rose Park project signs, except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot or house for sale, or for rent, may be displayed on the premises affected. No trash, ashes or any other refuse may remain on or be thrown or dumped on any lot, or any part thereof. Nor shall any rubbish or trash or waste soil or material be dumped into the street except in prescribed garbage containers.

Q. No carport on any lot shall be used for clothes drying purposes, or for storage except when storage closets are provided.

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1992, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots execute and record an agreement changing said Covenants in whole, or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other of the parties hereto, or their successors or assigns, or any other person, or persons, owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person, or persons, violating or attempting to violate any such Covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

In addition to all other remedies, any one or all of these Covenants may be specifically enforced, and the violation of any one or more of these Covenants may be enjoined by the Committee or its representative or by the owner of any of said lots or by Western Horizon Homes, Inc. or its successors or assigns, whether or not such Committee or Western Horizon Homes, Inc., or such successor or assignee of Western Horizon Homes, Inc. owns any of said lots.

Invalidation of any one of these Covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

The Restrictions herein contained shall be in addition to and not in conflict with the Zoning Ordinance now in force as enacted by Salt Lake County, Utah.

Executed this 16th day of April, 19 62.


WESTERN HORIZON HOMES, INC.

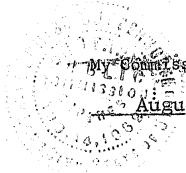
By 

President

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

On the 16th day of April, 19 62,  
personally appeared before me Alan E. Brockbank  
who being by me duly sworn did say, that he, the said  
Alan E. Brockbank is the President of  
Western Horizon Homes, Inc., 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  
Alan E. Brockbank duly acknowledged to me that  
said corporation executed the same and that the seal affixed is the  
seal of said Corporation.

  
Notary Public  
Residing at Salt Lake County, Utah



My Commission Expires:  
August 14, 1962