

2502942

DECLARATION OF PROTECTIVE COVENANTS FOR  
WILLOW CREEK MESA PLAT "C", A SUBDIVISION IN SANDY CITY, STATE OF UTAH

Recorded at request of Charles Horman 1760 South State SLC, Utah NOV 30 1972  
AT 3:52 P.M. Fee paid \$ 3.00 JERADEAN MARTIN, Salt Lake County Recorder  
by \_\_\_\_\_ Dep, Book \_\_\_\_\_ Page \_\_\_\_\_ Ref. \_\_\_\_\_

Whereas, Bell Mountain Corporation, a Utah Corporation, the owner and subdivider of the following described real property, to wit:

Lots 1 to 64, inclusive, WILLOW CREEK MESA PLAT "C", a subdivision of part of Section 22, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the plat thereof, recorded in the office of the County Recorder of Salt Lake County, State of Utah.

Now, therefore, in consideration of the premises and as part of the general plan for improvement of said property, the undersigned hereby declares the property hereinabove described subject to the restrictions and covenants herein recited.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one or two stories in height and a private garage and carport, pergola, arbor, bath house, or etc.

2. No dwelling shall be constructed, altered, placed or permitted to remain on any lot unless there is an enclosed garage for at least 2 automobiles, but not larger than needed for three automobiles. This garage may be either attached or detached to the dwelling. A carport may be placed to the rear of a dwelling in addition to the garage.

3. No building shall be erected placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the BELL MT. CORP. ARCHITECTURAL CONTROL COMMITTEE as to quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

The Architectural Control Committee is located at 1760 So. State, Salt Lake City, Utah 84115. The members of the committee are to be assigned by the officers of Bell Mountain Corp., and shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to remove any member of the committee. The committee's approval or disapproval as required in these covenants shall be in writing, or stamp of approval, and shall be given within 30 days after written application.

4. No dwelling shall be constructed, altered, placed or permitted to remain on any lot unless the ground floor area, exclusive of one story open porches and garages, is greater than 1500 sq. ft.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the 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.

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

9. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No horses may be kept on any lot.

11. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of lots has been recorded changing said covenants in whole or in part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

13. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

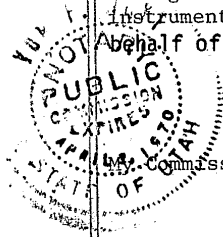
Dated: November 28, 1972

BELL MOUNTAIN CORPORATION

By: *Charles H. Horman*

STATE OF UTAH )  
:  
COUNTY OF SALT LAKE )

On the 28th day of November, 1972, personally appeared before me, CHARLES H. HORMAN, who after being duly sworn acknowledged that he is President of Bell Mountain Corporation and that he is authorized to sign in behalf of said corporation, and is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same, for and on behalf of said corporation; said corporation executed the same.



*Walter F. Hoyt*  
Notary Public  
Residing at: *Salt Lake City, Utah*