

Recorded JUL 6 1973 at 9:50 A m.  
Request of William Bailey  
Fee Paid JERADEAN MARTIN  
Recorder, Salt Lake County, Utah  
\$ 7.00 By [Signature] Deputy  
Ref. 2909 Littletonwood Rd Sandy  
80070

2552370

-TO-

WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS AND CONDI-  
TIONS AFFECTING THE REAL PROPERTY  
KNOWN AS ALTAWOOD SUBDIVISION NO. 1.

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WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the Town of Granite, Salt Lake County, State of Utah, described as ALTAWOOD SUBDIVISION NO. 1.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of 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 herein-after 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, 1991, upon which date same shall be automatically continued for successive periods of 10 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 residential type living and which are kept only for family use and not for any commercial purpose are permitted on all lots except that mink, swine, goats are not permitted on any lot either temporarily or permanently.

4. SIGNS: No signs shall be displayed on any of said lots except as follows: The name and profession of any professional man may be displayed at any dwelling house upon a sign not exceeding 100 square inches in size. Sign shall not be illuminated. There may also be displayed a sign not exceeding 24 inches by 24 inches advertising the fact that said parcel or said dwelling is for sale or to lease.

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, 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

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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 residence either temporarily or permanently.

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. All incinerators or other equipment for the storage or disposal of such material 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 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 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 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.

Easements for installation and maintenance of utilities, drainage facilities and private road are reserved as shown on the recorded plot and over the rear five feet of each lot.

The following exceptions shall be noted:

Each lot shall be serviced by a private road to be maintained by the Altawood Property Owners Association. Each lot owner shall promptly pay all assessments assessed by said Property Owners Association. Each lot owner and his guests and invitees shall have the right to use the private roadway for ingress and egress.

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 or to obstruct the free, safe and sanitary use and enjoyment of the private road. 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. BUILDING LOCATION (SET BACKS): (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plot. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 15 feet to an interior lot line, except that a one-foot yard shall be required to a garage or other permitted accessory building located 50 feet or more from the minimum building setback line.

(c) 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 a building on a lot to encroach upon another lot.

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10. RE-SUBDIVISION OF SITES: None of said lots may be re-subdivided, except by permission of the Architectural Supervising Committee.

11. FENCES, WALLS AND TREES: No fence, wall or hedge over 5 feet in height shall be erected or grown any place on said premises; provided however that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planting and growth of trees on lots in said tract in order to prevent one lot owner from planting trees or allowing trees to grow so that the view from other lots may be obstructed or impaired; the grantee agrees to abide by an order of said Committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted. The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the grantee's title to be forfeited. The grantee further agrees that the members of said Committee may at any time institute or prosecute in the name of any member of said Committee any suit or suits which the Committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee of his agreement to remove, cut down or cut back any tree which the Committee has ordered removed, cut down or cut back. Should any such suit be instituted, the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorney as may be fixed by the court.

All fences must be approved by the Architectural Control Committee. Each owner will have the option of choosing some type of wooden fence.

12. MANNER OF VOTING: In voting, pursuant to the provisions of paragraphs two or twelve thereof, each lot owner of record shall be entitled to one vote for each square foot of area 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 Salt Lake, State of Utah.

13. 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 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 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 if 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.

14. IMPROVEMENTS:

(a) Type of structures: No building other than one single family dwelling house, and any appropriate outbuildings 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 outhouse, except the undersigned can allow to be located in the subdivision two family residences.

(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. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established.

(c) Approval of Plans: No structures, either residence, outbuilding, 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) Landscaping: No landscaping shall be started on said property, nor any planting of trees take place until the plans and specifications therefor have been first approved in writing by the Architectural Supervising Committee. The landscaping must be done within one year from the date the home is occupied.

(e) As Design Guidelines, the following shall be mandatory:

- (1) No building shall be less than 1800 square feet of covered land. This area shall not include basements or second levels above ground levels or any roof area not occupied by building for habitation such as garages, carports, breezeways, roof overhang, etc.
- (2) All roofs shall have a slope of not less than 4 feet in 12 feet and shall have natural handsplit cedar shingles. The height of all roofs shall not exceed the elevation of 18 feet. The datum for this elevation is the section corner marker S  $\frac{1}{4}$  Sec 2, T 3 S, R 1 E, Salt Lake Base Meridian.
- (3) The buildings shall have natural wood and stone on the exterior. No brick or other man-made materials shall be permitted, except for glass and trim.
- (4) The character of the design of buildings shall be in keeping with existing structures in the subdivision. This character is sometimes referred to as "Western Ranch Style".

15. 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 or 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 clothes drying or storage of any articles is permitted in carports unless in enclosed areas designed for the purpose.

(b) 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.

(c) Each lot, together with its portion of the private road, is to be developed and maintained by its owner in an attractive, safe and sanitary manner.

16. 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.

17. 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.

18. VIOLATION 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.

19. ACCEPTANCE OF RESTRICTIONS: All purchasers of property described above shall by acceptancy of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

20. INVALIDITY: It is expressly agreed that in any event any covenant or condition or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way effect any valid covenant, condition or restriction.

BAILEY-PASKETT COMPANY

ATTEST:

By William L. Bailey  
Ray E. Paskett

David Brangh

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

On the 6<sup>th</sup> day of July, 1973, personally appeared before me William L. Bailey and Ray E. Paskett, who being by me duly sworn, did say, each for himself, that he, the said William L. Bailey is the partner, and he, the said Ray E. Paskett is the partner of Bailey-Paskett Co., and that the foregoing instrument was signed

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in behalf of said Bailey-Paskott Co. by authority of a  
resolution of its partners, and said William L.  
Bailey and Ray E. Paskott each duly acknow-  
ledged to me that said partners executed the  
same.

Anna S. Bailey  
Notary Public

Residing: 3195 C. 9400 South

My Commission Expires:

May 1, 1977

