

4286156

DECLARATION OF BUILDING AND USE RESTRICTIONS

Part A. Preamble

Know All Men By These Presents

That Whereas, the undersigned, being the owners of the following described real property located in Salt Lake County, State of Utah, to wit: All lots 1-25, both inclusive, "Willow Creek Estates" subdivision, according to the official plat thereof on file in the office of the Salt Lake recorder, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

Part B. Residential Area Covenants

1. Land Use and Building Type. 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 two stories in height and a private garage or carport. All construction to be of new materials. All architectural design and building materials are to be in harmony with other homes in the subdivision, and homes in the immediate area. Said design and materials are to be approved by the Architectural Control Committee.
2. Architectural Control. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. 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. Approval shall be as provided in Part C. No fence shall exceed six feet in height.
3. Dwelling Size. The main floor area of the main structure exclusive of one story open porches and garages, shall be not less than 1800 square feet for a one story dwelling, nor less than 2600 square feet for a dwelling of more than one story.
4. Building Location.
  - (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 line shown on the recorded plat, in any event, no building shall be located on any lot nearer than 20 feet to any side street line, or nearer than 25 feet to the front lot line.
  - (b) For the purposes of the 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 portions of any building on a lot to encroach upon another lot.
  - (c) All other front, back, and side yard clearances shall be maintained according to the current Salt Lake County Zoning Ordinances.
  - (d) All buildings on the east side of the road shall conform to requirements by flood control for building near the flood plane. Also, no fence may be erected inside the flood control easement area near the creek.
5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. With 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 water through 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. Nuisance. No noxious or offensive activity shall be

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carried on upon any lot, not shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

7. Temporary Structures. 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. Signs. 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 five square feet advertising the property during the construction and sales period.

9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

10. 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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. Sight Distance at Intersection. No fence, wall, hedge, or shrubplanting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of any street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. No fence, in any event, shall exceed 6 feet in height.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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.

13. Slope and Drainage Control. No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

#### Part C. Architectural Control Committee

1. Membership. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall 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

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through a duly recorded written instrument to change the membership of the committee or to withdraw from the Committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of David K. Richards, and those whom he designates as members of the Committee.

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee or its designated representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

Part D. General Provisions.

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

2. Enforcement. 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 damages.

3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

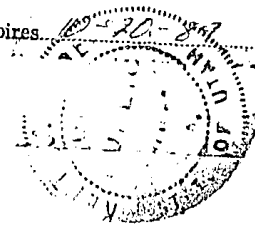
DAVID K. RICHARDS & COMPANY

By: *David K. Richards*

On the 10 day of July 1926, A. D. personally appeared before me *David K. Richards* and who being by me duly sworn did say, each for himself, that he, the said *David K. Richards* is the president, and he, the said *David K. Richards* is the secretary of *David K. Richards & Co.* 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 *David K. Richards* each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*[Signature]*  
Notary Public.

My Commission expires \_\_\_\_\_ My residence is *S. C. County*



NO. 5786 P. 1059

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KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

JUL 29 4 50 PM '86

REQ OF

F.P.

*Patricia R. Brown*  
PATRICIA R. BROWN

*Richard K. Richards Co.*

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