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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FOUNDERS TITLE  
REC BY: VALERIE ASHBY, DEPUTY

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
QUAIL RIDGE V SUBDIVISION

THIS DECLARATION is made this 3rd day of AUGUST, 1993,  
by MCDUGAL/OLSEN DEVELOPMENT INC. hereinafter referred to as  
"Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the Owner of certain property (herein the  
"Lots") in Riverton City, Salt Lake County, State of Utah, more  
particularly described as follows:

All of Lots 1 -23 QUAIL RIDGE 5 Subdivision  
according to the official plat thereof  
filed with the Salt Lake County Recorder  
in Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots, and each of taem,  
together with the Common Easements as specified herein, shall  
hereinafter be subject to the covenants, conditions, restrictions,  
reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of  
protecting the value and desirability of the Lots, that all of the  
Lots shall be held, sold and conveyed subject to the following  
easements, restrictions, covenants and conditions, which shall run  
with the Lots, and be binding on all parties having any right, title  
or interest in the Lots or any part thereof, their heirs, successors  
and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

ARCHITECTURAL CONTROL

Section 1. The Architectural Control Committee shall be  
composed of the President and Vics President of McDougal/Olsen  
Development Incorporated. 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 members  
of the committee, not its designated representative shall be entitled  
to any compensation for services performed pursuant to this covenant.

Section 2. The Committee's approval or disapproval as required  
in these covenants shall be in writing. The Owner must submit a set  
of formal plans, specifications, and site plan to the Committee before  
the review process can commence. In the event the Committee or its  
designated representative fails to approve or disapprove within 30  
days after plans and specifications have been submitted to it, approval  
will not be required and the related covenants shall be deemed to  
have been fully complied with.

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BK 6727 PG 2876

Section 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony or external design and location in relations to surrounding structures and topography by the Architectural Control Committee.

## ARTICLE II

### RESIDENTIAL AREA COVENANTS

Section 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 two stories in height, and private garages and/or carports. All construction shall be comprised of new materials, except that used brick may be accepted with prior written approval of the Architectural Control Committee.

Accessory builds may be located on the property if and only if, all of the following conditions are met:

(a) The accessory building is located in the rear and at least 6 feet from a dwelling of an adjacent lot.

(b) The accessory building is to be located not less than 1 foot from and property line.

(c) Buildings used for the keeping of animals or poultry shall be no closer than 30 feet from any street or dwelling.

(d) Animal shelters must be approved by the architectural committee as to height, size, location and construction material etc.

Section 2. Minimum building Size: The Declarant reserves the right for itself to set the following square feet minimums: 1050 sq ft of finished main floor living area in any one-level home 1050 square feet of finished living space in any tri-level, split level, 1250 square feet of finished living space on a two-story home, double-car garage must be built during construction of all homes.

Section 3. Easement. Easements for installations 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. All contractors are encouraged to Blue Stake lots and verify location and depth of all utilities. Sewer depth is critical. Builders to verify depth of sewer before digging foundation.

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Section 4. Nuisances. No noxious or offensive activity shall be carried upon and Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Temporary Structures. No structures 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.

Section 6. 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. No trash used materials or equipment shall be stored in open areas. All such materials must be screened from public streets and adjacent properties.

Section 7. Pets, Animals, ETC.: No animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots.

Section 8. Re Subdivision of Sites: None of said lots may be re-subdivided.

Section 9. Set Backs: No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by the Architectural Supervising Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns in contracts or deeds to any or all of the lots created on said property.

Section 10. Landscaping and Fences: All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear yards must be landscaped within 2 years of occupation of dwelling. All wood fencing to be stained or painted and maintained in aesthetically pleasing manner. No fence shall be allowed in front or a home without the written approval of the architectural committee.

Section 11. Plot Plans No construction of any kind or nature on any of the lots shall be commenced until an accurate plot plan showing the exact location of all buildings is approved by the Architectural Supervising Committee. Plot plan to show location, & depth of sewer and water laterals

Section 12. Underground Circuits: Where underground distribution circuits are available or in place for the lots in the subdivision, the owners shall be obligated to install underground service to their homes from the distribution circuits.

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Section 13. VEHICLE STORAGE All recreational vehicles shall be parked off the street at the setback line of the residence. No vehicle shall be stored or parked in view of the street unless it is in running condition and being regularly used. Failure to comply with the provisions hereof shall constitute a nuisance.

Section 14. SEWER & WATER Sewer & water laterals are stubbed to each property. All residents must locate & verify depth of sewer prior to the commencement of construction.

#### GENERAL PROVISIONS

Section 1. Enforcement. The association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants of restriction by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restriction of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Members, which vote shall be taken at a duly called meeting of the Association. Any amendment must meet the approval of Declarant until such time as Declarant is no longer a Member. Any amendment approved shall be reduced to writing, signed by two Officers, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 3rd day of August 1993

DECLARANT:

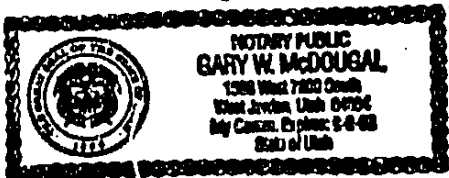
MCDOUGAL OLSEN DEVELOPMENT INC.  
BY Jay N. Olsen

STATE OF UTAH

:SS

COUNTY OF SALT LAKE

On the 3rd day of August, 1993 personally appeared before me JAY N OLSEN, who being by me duly sworn did say that he is the authorized agent of McDougal/Olsen Development, Inc., that he signed the foregoing instrument by proper authority, and JAY N. OLSEN duly acknowledged to me that said corporation executed the same



Gary W. McDougal  
NOTARY PUBLIC  
Residing at : SLC, UTAH

My Commission Expires:

9/8/93