

1444829

Recorded SEP 3 1955 at 10:59 a.m.
Request of Luigi Nicoletti
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
By M.A. Chase Deputy
\$ 3.40
Book 1285 Page 304 Ref. 1259-109-10.
7259 So. State, Mid.
M.A. Chase

3879793

PROTECTIVE COVENANTS

Luigi Nicoletti and Rosa Nicoletti, his wife, of Midvale, County of Salt Lake, State of Utah, the owners of the following described real property situated in Salt Lake County, State of Utah, to wit:

All of Nicoletti Drive Subdivision according to the official plat thereof recorded in the Office of the County Recorder of Salt Lake County, State of Utah.

In consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until July 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. 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 person or persons owning any real property situated in the above described tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

4. The east 52.5 feet of Lot 2, and all of Lots 3, 4, 5, 6, 7, 8 and 9 of said subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a one-family detached dwelling or a duplex, not to exceed two

BOOK 5514 PAGE 251

159

stories in height and a private garage for not more than two (2) cars.

5. 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 architectural control committee as to quality or 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. The architectural control committee is composed of Luigi Nicoletti, Rosa Nicoletti, Fannie N. Robinson and Genevieve M. N. Peterson. 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 shall have full authority to designate 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 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 committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (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.

6. No dwelling shall be permitted on any lot at a cost of less than ten thousand dollars (\$10,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure

-2-

BECAUSE OF THE DEATHS OF LUIGI NICOLETTI AND ROSA NICOLETTI, FANNIE N. ROBINSON (NOW KNOWN AS FANNIE N. MCNABB) & GENEVIEVE M. N. PETERSON (NOW KNOWN AS EUGENIA N. PETERSON), HAVE APPOINTED TO THE ARCHITECTURAL CONTROL COMMITTEE THE FOLLOWING; CATHERINE N. HASKINS, ELENE N. PAZELL, TERESA N. MIRABELLA.

BOOK 5514 PAGE 252

that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than eight hundred and fifty (850) square feet.

7. The minimum setback line on residential lots for all buildings shall be fifty four (54) from the front curb line and thirty (30) feet from the rear lot line. The minimum side yard for any dwelling on all residential lots, except lots 1 to 5, shall be twelve (12) feet on one side and eight (8) feet on the other side.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five (5) feet of each lot.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No domestic animals or fowl shall be kept on the property, with the exception of household pets which must be kept in the back yard of owner and not allowed to run loose and unattended.

10. 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.

11. Lots 10, 11 and 12 shall also conform to these protective covenants unless said lots are used as parking lots in connection with the commercial and business area of this subdivision and said parking lots are hard surfaced. All the rest of said subdivision shall be set aside for commercial and business use in conformity to Salt Lake County Zoning Regulations.

IN WITNESS WHEREOF, the parties hereto have signed their names on this the 26th day of April, 1955.

Emmett Edward

Luigi Nicoletti

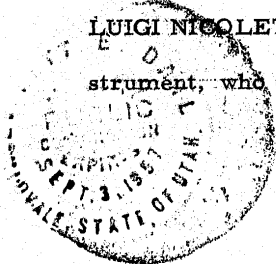
Bess Nicoletti

BOOK 5514 PAGE 253

160

STATE OF UTAH)
County of Salt Lake) ss.

On the 26th day of April, 1955, personally appeared before me
LUIGI NICOLETTI and ROSA NICOLETTI, his wife, the signers of the within in-
strument, who duly acknowledged to me that they executed the same.



[Signature]
Notary Public.

My commission expires September 3, 1957. Residing at Midvale, Utah.

1350
[Signature]
RAYNE HARPER

DEC 12 12 10 PM '83
SUGARVA M. JOHNSON
REC'D OF DFP

KATE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

4080 So Highland Drive
SEC 84124

BOOK 5514 PAGE 254