

91416

Recorded MAY 9 1961 at 4:17 p.m.
Request of SECURITY TITLE COMPANY
Fee Paid \$11.00
Recorded by *Fannell*
Book _____ Page _____

1776589

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

All of Lots 19 to 32, inclusive, of BISCAYNE PARK NO. 3 SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants.

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 a private garage for not more than two cars.
2. No building shall be erected, placed or altered on any building plot in the above described property until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of STEWART J. ANDERSON, LENORE P. ANDERSON, BRUCE ANDERSON AND GARY ANDERSON, or by a representative designated by a majority of the members of the said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members of the said committee, shall have full authority to approve or disapprove such designs and locations within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on or after December 1, 1990. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots above described and duly recorded appointing a representative, or representatives, who shall hereafter exercise the same powers previously exercised by said committee.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, is not less than 900 square feet.
4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 8 feet to any side lot line, or nearer than 20 feet to any side street line, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the front lot line. For the purposes 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. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 8,000 square feet or a width of less than sixty-five (65) feet at the front building setback line.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

BISCAYNE PARK NO. 3 SUBDIVISION - Continued
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- 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 an annoyance or nuisance to the neighborhood. 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 they are not kept, bred, or maintained for any commercial purposes. The maximum heights on any fence shall be six (6) feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have the power to grant variances for retaining walls or fences to extend beyond the front setback line.
- 7. 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.
- 8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 9. 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 violations or to recover damages.
- 10. 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.

WITNESS our hands this 9th day of May, A.D. 1961.

STEWART'S INC.
By Stewart J. Anderson
President

ATTEST:
Lenora P. Anderson
Secretary

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 9th day of May A.D. 1961, personally appeared before me
STEWART J. ANDERSON and LENORA P. ANDERSON
who being by me duly sworn did say, each for himself, that he, the said Stewart J.
Anderson is the President, and she, the said Lenora P. Anderson
is the Secretary of STEWART'S INC., 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 Stewart J. Anderson and Lenora P. Anderson
each duly acknowledged to me that said corporation executed the same and that the
seal affixed is the seal of said corporation.

Lenora P. Anderson
Notary Public

My commission expires 4/4/65 My residence is Salt Lake City