

3551906

PROTECTIVE COVENANTS

2200  
REF. OF  
UTAH TITLE & ABST.  
D.P.  
*[Signature]*

APR 7 11 10 AM '81

KATIE L. GIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

We, the undersigned, are the owners of the following described real estate located in the City of Murray, County of Salt Lake, State of Utah, to wit:

CASTLEFIELD DOWNS

A subdivision located in Section 19, Township 2S, range 1 East, Salt Lake Base & Meridian, according to the recorded plat thereof.

We hereby make the following declarations as to limitations, restrictions, and uses to which the lots constituting said property may be put, hereby specifying that said declarations shall constitute covenants to run with all parties and all persons claiming by, through or under them, and for the benefit of all limitations upon all future owners in said property. This declaration of restrictions being designated for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as herein specified:

PART B. AREA OF APPLICATION: Fully Protected Residential Area: The residential area covenants in Part C in their entirety and shall apply to the development heretofore mentioned.

PART C. 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 and is not to exceed three stories in height and a private garage. All construction to be of new materials, except that used brick may be used, if approved by the Architectural Control Committee.

(2) Architectural Control: 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 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

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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 "D".

(3) Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$70,000.00 excluding the lot based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of the covenant to assure 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 main structure, exclusive of one-story open porches and garages, shall be not less than 1800 square feet.

(4) Building Location: The placement of all buildings shall correspond to the requirements of Murray City and shall not exceed those building lines shown on the recorded plat.

(5) Parking: Each dwelling shall have a finished parking area large enough to accomodate the parking of a minimum of two (2) automobiles. This finished area will have egress and ingress to and from the public street or road nearest to the dwelling itself.

(6) Easements: Easements for installation 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 that which may change the direction of flow of drainage channels in the easements or 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.

(7) Nuisances: 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 clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee shall be permitted in carports unless in enclosed areas built and

designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets of front and side lots unless they are in running condition, properly licensed and are in regular use.

(8) 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.

(9) 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 of advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

(10) Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, in or under any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on, in or under 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.

(11) Livestock and Poultry: Except for personal household use, no animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot. 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.

(12) Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and 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.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

(1) Membership: The Architectural Control Committee is composed of G. Eldon Roberts, Robert T. Mascaro and Vern Peterson. A majority of the committee may designate a representative to act for it. In the event of the 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 recorded 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. Any member of the committee may resign upon written notice to the remaining committee membership.

(2) Procedure: 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 30 days, after plans and specifications have been submitted to it; or in any event if no suit to enjoin 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. This, however, does not alter the homeowner's responsibility under Part C.

PART E. GENERAL PROVISIONS.

(1) Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under, by or through them for a period of forty years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument, signed by a majority of the then owners of the lots, had 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: In validation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS whereof, we have hereunto affixed  
our hands this 19th day of March , 1981.

R. M. PROPERTIES, a Utah General Partnership  
By:

G. Eldon Roberts  
G. Eldon Roberts

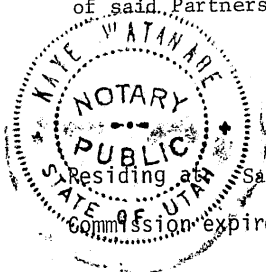
Robert T. Mascaro  
Robert T. Mascaro

Vern Peterson  
Vern Peterson

STATE OF UTAH        )  
                          )  
County of Salt Lake)

On this 19th day of March , 1981, personally appeared before me,  
Partners of R. M. PROPERTIES, a Utah Gen. Ptnship.,  
G. Eldon Roberts, Robert T. Mascaro and Vern Peterson, the signers of this  
instrument, who duly acknowledged to me that they executed the same, on behalf  
of said Partnership.

Kaye Watanabe  
Notary Public



Residing at Salt Lake County  
Commission expires: December 14, 1981