

Recorded MAY 15 1958 at 11:15a.
Request of SECURITY TITLE COMPANY
Fee Paid. Hazel Taggart Chase.
Recorder, Salt Lake County, Utah
\$ 2.50 By Ammonsen Ref.

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 UTAHNA-MURRAY NO. 3, 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.

C-1. The covenants as hereinafter set forth are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1988, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in the above-described and named subdivision, it is agreed to change the said covenants in whole or in part.

C-2. LAND USE AND BUILDING TYPE. All lots in the tract shall be known and described as residential building lots. No structure shall be erected, placed or permitted to remain on any residential building plot other than a single family or two family or four family dwellings, not to exceed two stories in height and a private garage for not more than two cars.

C-3. DWELLING QUALITY & SIZE. No dwelling shall be permitted on any lot with a ground floor area of less than 750 square feet, it being the intention and purpose of the covenants to assure that all dwellings shall be of a harmonious design and consistent quality. Dwellings will be of masonry or good frame construction.

C-4. BUILDING LOCATION. Detached Dwellings. 1. Sum of side yards: All cases, minimum 10 feet for dwellings less than two stories; minimum 12 feet for dwellings two stories in heights. 2. Side yards faced by required windows of habitable rooms: Minimum width of each side yard 8 feet, except that a minimum width of 3 feet is permitted in connection with residential developments when established controls provide assurance that the sum of the side yards and the distance between buildings will be a minimum of 12 feet for dwellings less than two stories in height and a minimum of 12 feet for dwellings two stories in height. 3. All other side yards: Minimum width 3 feet. 4. No structure excepting a one story open porch shall be erected on any lots nearer than 25 feet to the lot front line.

C-5. LOT AREA AND WIDTH. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet or a width of less than 65 feet at the front building set back line.

C-6. EASEMENTS. An easement is reserved over each lot for utility installation and maintenance as shown on the recorded plat.

C-7. NUISANCES. No noxious or offensive trace or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

C-9. No chicken coops, rabbit pens or other structures for the housing of domestic animals or pets shall be erected on any of said lots.

C-10. Detached garages may be erected on any lots providing that the provisions of the Zoning Ordinances are strictly complied with and furthermore that the type of structure and materials used shall harmonize with the existing residence on said property and in no case shall said garages be constructed of shoddy materials.

C-11. 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 15th day of May, 1958.

J. J. MENLOVE, INC.

BY James L. Menlove
James L. Menlove, President

BY Joan Menlove
Joan Menlove, Secretary

Roy A. Menlove
Roy A. Menlove

Lucille O. Menlove
Lucille O. Menlove

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 15th day of May, A. D. 1958, personally appeared before me JAMES L. MENLOVE and JOAN MENLOVE, who being by me duly sworn did say, each for himself that he, the said JAMES L. MENLOVE is the President, and she, the said JOAN MENLOVE, is the Secretary of J. J. MENLOVE, INC., and that the within the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said James L. Menlove and Joan Menlove, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



N. Bayle Nelson
NOTARY PUBLIC

My Commission expires 4-21-58. Residing at S. L. C., ut.

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 15th day of May, A.D. 1958, personally appeared before me ROY A. MENLOVE and LUCILLE O. MENLOVE, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



N. Bayle Nelson
NOTARY PUBLIC

My commission expires 4-21-58. Residing at S. L. C., ut.