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RETURN TO
BOOK 1624 PAGE 449JUN 22 1959
SECURITY TITLE CO.
ATTN: *Jan*Recorded
Request of _____
Fee Paid. Nettie M. Jack.
Recorder, Salt Lake County, Utah
By *F. Anderson* Deputy

AGREEMENT amending the Protective Covenants effecting Lots #1 through #79 of The Utahna-Murray Subdivision #3.

The undersigned being the owners of all lots in the Utahna-Murray Subdivision #3, hereby amend the Protective Covenants and Restrictions effecting said Utahna-Murray Subdivision No. 3 Recorded May 15, 1958 as Entry No. 1591515 in Book 1504 at page 408 of Official Records. To read as follows:

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 July 1, 1989, 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 dwelling, 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 harmonious design and consistent quality. Dwellings will be of masonry or good frame construction.

C-4. 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 ROY A. MENLOVE, MAX R. MENLOVE and JAMES L. MENLOVE, or by a representative designated by a majority of the members of the said committee. In the event of 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 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 building 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 July 1, 1989. There after, 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 thereafter exercise the same powers previously exercised by said committee.

C-5. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 7 feet to any side lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the front line. For the purpose 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.

C-6. 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-7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

C-8. No noxious or offensive trade 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. The maximum heights on any fence shall be six feet and shall not extend beyond the front setback of the dwelling, except for existing front yard chain link fence on Lot #16.

C-9. 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-10. 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-11. 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-12. 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.

Elmer L. Swenson
Elmer L. Swenson

Wife Thelma G. Swenson
Thelma G. Swenson

Reed M. Newton
Reed M. Newton

Cora M. Newton
Cora M. Newton

Willard E. Sugden
Willard E. Sugden

Marlene J. Sugden
Marlene J. Sugden

Joe E. Arata
Joe E. Arata

Frankie Arata
Frankie Arata

Roy A. Menlove
Roy A. Menlove

Lucille G. Menlove
Lucille G. Menlove

James L. Menlove
President of J-J Menlove Inc.

STATE OF UTAH,)
) ss
County of Salt Lake)

On the 18 day of June, A.D. 1959.

personally appeared before me the foregoing signers,

the signers of the within instrument, who duly acknowledged to me that they executed the same.

Frank J. Miller
NOTARY PUBLIC.

My commission expires June 2, 1962 Residing in Salt Lake County