

RETURN TO: Salt Lake County Atty's Office  
Metropolitan Hall of Justice  
Salt Lake City, Utah 84111  
Attn: Ollie McCulloch

Recorded NOV 15 1972 at 11:41 A

OF SECURITY TITLE COMPANY

SALT LAKE COUNTY

Recorder, Salt Lake County

By Deputy

2499471



148265

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PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are owners of the following described property located in Salt Lake County, Utah, and described as follows:

Bonanza Acres #1, Southwest Quarter of the Southeast Quarter of Section 9, T. 3 S., R. 1 W., S.L.B. & M.

1. There shall be only one single family dwelling per lot and said lot can not be reduced in size by any type of division.

2. Any additional buildings constructed on each lot shall be built in a workman-like manner and shall be located on lots so as to not be offensive to adjoining lots or impair the aesthetic beauty of area.

All buildings including residences shall be well maintained and kept in good repair.

3. Livestock and animals will be kept under control so as not to cause disturbance and nuisance to other property owners. Livestock will be limited on each lot to the extent that GRASS AND FOLIAGE SHALL NOT BE DESTROYED AND DOWNTRODDEN.

Absolutely no hogs shall be allowed at any time.

4. Weeds and vegetation growth shall be controlled on each lot by either grazing or mechanical cutting and removal by property owner. All lots shall be kept free of any debris, junk, etc.

5. Irrigation water shares are to be held in the name of Bonanza Corporation (a non-profit corporation created to control and regulate the irrigation water) for an in behalf of all nineteen property owners, in the amount of 25 or more shares. Cost of this water, assessments and irrigation ditches and pipelines together with maintenance and upkeep of same shall be borne equally. However, each party shall maintain ditches on his property so as not to restrict flow of water to the others at his expense.

6. Escape clause. At the option of nineteen property owners any restrictive covenants herein may be amended or revoked and substitute provisions introduced. Enforcement of above restrictions shall be at the discretion of the nineteen owners, at a meeting called for this purpose.

7. Attorneys fees and costs incurred to enforce the restrictive covenants shall be charged to the party in default.

8. All successors, heirs and assigns shall likewise be bound to these restrictive covenants.

9. Land Use and Building Type. No lot shall be used except for residential and agricultural purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than on detached single-family dwelling not to exceed two stories in height and a private garage and carport for not more than three vehicles. All construction to be of new materials.

10. 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.

11. Dwelling Cost, quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 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 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

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12. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the recorded plat.

13. 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 will be permitted in carports, except in enclosed areas built and designed for such purposes.

14. 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.

15. 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 advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

16. Livestock and Poultry. Animals, livestock, or poultry of any kind are allowed except provided they are not kept in violation of present zoning ordinance, or maintained for any commercial purposes.

17. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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.

18. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope rations, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. Each lot and all improvement for which a public authority or utility company is responsible.

#### ARCHITECTURAL CONTROL COMMITTEE

1. No building shall be erected, placed or altered on any lot until the construction plans and specifications and 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 designs 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 minimum building set back line unless similarly approved. The Architectural Control Committee is composed of A. D. Coats, Norm Bangerter and Hal Larsen. 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 representatives 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 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 specification 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.

Out Buildings: It should be known by all that the regulations on out building of any type will be very strictly observed and no structure may be constructed without plans and specification and said plans and specification must be followed with no deviations.

GENERAL PROVISIONS

1. Term. 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 forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 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. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

DIXIE SIX & BIG D, A Limited Partnership  
By -DIXIE SIX CORPORATION, General Partner

STATE OF UTAH )  
County of Salt Lake )

ss.

E. Verne Breeze  
E. Vern Breeze-President

Robert I. Bowles  
Robert I. Bowles-Secretary

On the 30th day of August, A.D. 1972 personally appeared before me E. Verne Breeze and Robert I. Bowles who being by me duly sworn did say, each for himself, that he, the said E. Verne Breeze is the president, and he, the said Robert I. Bowles is the secretary of Dixie Six Corp, 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 E. Verne Breeze and Robert I. Bowles each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

N. Gayle Nielson  
Notary Public.

My commission expires 4-21-75 My residence is S.L.C., ut.

