

1157220

Protective Covenants

40  
Whereas, the undersigned, Gundersen Brothers, Inc., is the owner of and has subdivided a certain parcel of land, situate in Salt Lake City, Salt Lake County, State of Utah, into a certain subdivision designated and known as Jordan Park Subdivision, and

Whereas, the undersigned owner of said property desires to impose certain restrictive covenants upon the use of certain of the property within said subdivision, which covenants shall run with the land, and be binding upon the undersigned owner, its grantees, successors, and assigns,

Now therefore, for the accomplishment of such purpose, the undersigned Gundersen Brothers, Inc., owner of said property does hereby certify and declare that:

1. All of the property lying within Blocks 1, 2, and 3, of said Jordan Park Subdivision shall be covered and affected by these covenants.
2. That these Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1974, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.
3. That if the undersigned owner, its grantees, successors, or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damage or other dues for each violation.
4. That invalidation of any of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
5. That all lots in the tract shall be known and described as residential lots.
6. That no building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and lot 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 subdivision, and~~  
as to location of the building with respect to topography and finished ground elevation, by a Committee composed of Joseph A. Gundersen, Lamont E. Gundersen, and T. O. Gundersen, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location 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 have been commenced prior to the completion thereof, such approval will not be required and the 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 and after January 1, 1974. 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 then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

7. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 8 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 6 feet to the rear

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.

8. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 50 feet at the minimum building setback line or an area of less than 5000 square feet.

9. 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.

10. 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.

11. No dwelling shall be permitted on any lot at a cost of less than \$6000.00 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 the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of one-story open porches and garages, shall be not less than 650 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

IN WITNESS WHEREOF, the said undersigned Gundersen Brothers, Inc., has caused this instrument to be signed by its duly authorized officers and its corporate seal, to be hereunto affixed this 27th day of April, 1949.

Attest:  
*Joseph Gundersen*  
Secretary

GUNDERSEN BROTHERS, INC.

*Samuel Gundersen*



STATE OF UTAH  
County of Salt Lake

On the 27th day of April, 1949, personally appeared before me Lemont B. Gundersen and Joseph A. Gundersen who being by me duly sworn did say, each in turn, that he, the said Lemont B. Gundersen is the president and he, the said Joseph A. Gundersen is the secretary of the Utah National Bank, INC., and that the within and foregoing is a true and correct copy in behalf of said corporation by authority of a resolution of the board of directors and said Lemont B. Gundersen and Joseph A. Gundersen each duly acknowledged to me that said [unclear] the same and that the seal affixed is the seal of said corporation.



*Joseph A. Gundersen*  
Notary Public  
My residence is Salt Lake City

Recorded at Request of SECURITY TITLE COMPANY MAY 14 1949  
at 10:52 Fee paid \$ 3.40 Hazel Taggart Chase, Recorder Salt Lake County, Utah  
By [Signature] Dec. Book 678 Page 547 - Ref Sub-92-1

640-94-1  
640-97-1  
Miss J. Indef. # 3