

1203032

Recorded at Request of FIRST SECURITY BANK OF UTAH, N.A.

JUN 7-1950

at 3:47 PM Fee paid \$ 7.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah

By *Eg Schmitt* Dep. Book 771 Page 403 Ref. 42-27-33

PROTECTIVE COVENANTS

miss index 3

CANNON-PAPANIKOLAS CONSTRUCTION COMPANY, a partnership,

TO WHOM IT MAY CONCERN:

We, the owners of the following described property:

"All of Lots 1 to 23, inclusive, Canyon Rim Addition No. 3, part of the Northwest Quarter of Section 26, Township 1 South, Range 1 East, Salt Lake Base and Meridian."

in consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until May 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten 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.

2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated on the above-described tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. 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.

4. All above described lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

5. 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 John E. Papanikolas, E. L. Cannon and Glen H. Breeze, 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 within thirty 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 May 1, 1975. 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 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.

6. 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 20 feet to the front lot line, or nearer than 14 feet to any side street line. No building shall be located nearer than 5 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 25 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.

7. No residential structure shall be erected or placed on any of the above-described building plots, which plot has an area of less than 6,000 square feet.

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.

9. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the said 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.

10. No dwelling costing less than \$6,000.00 shall be permitted on any of the above-described lots in said subdivision. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure.

11. An easement is reserved over the rear five feet of each of the above named lots for utility installation and maintenance.

12. No permanent provision shall be made on any of the above-described lots for the raising of poultry, or the housing of cows, horses or other livestock.

13. No trash, ashes or other refuse may be thrown or dumped on any of the above-described lots.

14. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

CANNON-PAPANIKOLAS CONSTRUCTION COMPANY,
A Partnership

By

John E. Papanikolas
John E. Papanikolas

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 5th day of June A.D. 1950, personally appeared before me JOHN E. PAPANIKOLAS, who being by me duly sworn, did say that he is a member of the firm of CANNON-PAPANIKOLAS CONSTRUCTION COMPANY, a partnership, and that said instrument was signed in behalf of said partnership by authority of the Articles of Partnership, and said JOHN E. PAPANIKOLAS acknowledged to me that said partnership executed the same.

Samuel Pitterberg
Notary Public
Residing at Salt Lake City, Utah.

My Commission Expires:
April 14, 1952

