

## PROTECTIVE COVENANTS

Halelea Construction Company, the undersigned being the sole owners of 'Halelea Subdivision', a subdivision of part of the Southeast Quarter of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian in Salt Lake County, Utah, according to the official plat thereof now of record in the office of the Recorder of Salt Lake County, acting for the benefit of present and future owners of building lots in the said subdivision do hereby impose upon the above named subdivision and all of the building lots included therein the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of land within the subdivision and shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within the said subdivision, their heirs, administrators, executors, grantees and assigns;

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 January 1, 1976, 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 covenants in whole or in part.

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 in said development or subdivision 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.

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.

A. All 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 and a one story chicken coop not to exceed 500 square feet.

B. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no residential building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 12 feet to any side street line. No building, except a detached garage or other outbuilding located 90 feet or more from any street line, shall be located nearer than 10 feet to any side lot line and the combined width of side yards shall not be less than 20 feet. No outbuilding shall be located nearer than 90 feet to the nearest street front line. No building shall be located nearer than 1 foot to any property line.

C. No residential structure shall be erected or placed on any building plot which plot has an area of less than 7500 square feet or a width of less than 50 feet at the front building set back line.

D. 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.

E. 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.

F. No dwelling costing less than \$6,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half or two story structure.

G. An easement is reserved for utility installation and maintenance as shown on plat, or in any case over the rear 5 feet of all lots.

H. No owner or tenant of any of the property in this subdivision shall allow the use of his land or outbuildings thereon to house or feed pigs.

I. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by the Health authority.

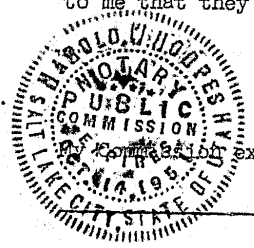
(Signed) HALELEA CONSTRUCTION COMPANY

By F. David Hastings  
President

By David A. Bisinger  
Secretary

STATE OF UTAH )  
( ss.  
County of Salt Lake)

On the 11th day of Sept., A.D., 1950, personally appeared before me, F. Arvill Bieringer and Ernest H. Bieringer, President and Secretary of the Halalea Construction Company, and said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the signers of the within instrument duly acknowledged to me that they executed the same.



Harold W. Hoopes  
Notary Public  
My residence is Salt Lake City, Utah.

Recorded at Request of Arvill Bieringer SEP 13 1950  
at 120<sup>a</sup> M Fee paid \$ 2.50 Hazel Taggart Chase, Recorder Salt Lake County, Utah  
By E. J. Schutty, Dep. Book 797 Page 382 Ref: \_\_\_\_\_

Arvill Bieringer