

at 2.45⁰ Fee paid \$ 3.10 Hazel Taggart Chase, Recorder Salt Lake County, Utah
1282638 By H. L. Taggart Dep. Book 922 Page 561 Ref. _____

RESTRICTIONS AND PROTECTIVE COVENANTS

for

Lots 1 to 25, inclusive, LICHFIELD GARDENS.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Wm. G. Lichfield and Beulah M. Lichfield, his wife, are the owners of the following described property in Salt Lake County, State of Utah, to-wit:

Lots 1 to 25, inclusive, of LICHFIELD GARDENS, according to the plat thereof recorded in the office of the County Recorder of said County;

and are desirous of creating restrictions and protective covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described, subject to the following restrictions and covenants:

1. Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single-family dwelling, and shall have a minimum ground floor area of 1000 square feet.
2. No building shall be erected, placed or altered on any building plot in this subdivision 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee of William G. Lichfield, Keith L. Knight and Royal Henderson, 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 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 member of such committee or 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, 1960. 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 in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
3. No building shall be located nearer than 20 feet to the front lot line. No building shall be located nearer to either side line of a residential lot than 8 feet. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than 60 feet at the front building set back line.
4. No noxious or offensive trade or activity shall be carried on

upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described.

5. No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof, 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.

6. No structure shall be moved on to any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

7. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

8. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

9. Easements are reserved over the rear 5 feet of Lots 1 to 12, Lots 23 to 25, inclusive, and 10 foot easements across Lots 11, 13 and 20 as shown upon the official plat of said Lichfield Gardens, for utility installation and maintenance.

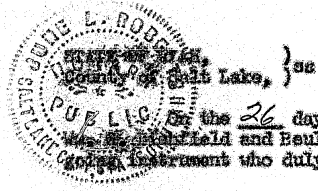
10. All covenants and restrictions herein stated and set forth shall run with the land and be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until fifteen years from the date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years unless by a vote of a majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

11. If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 15 years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

12. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 15 years from date hereof subject to automatic extension as provided in Paragraph 10 hereof.

Dated at Salt Lake City, Utah, this 26 day of November, 1951.

William D. Lichfield
Baulah M. Lichfield



On the 26 day of November, 1951, personally appeared before me William D. Lichfield and Baulah M. Lichfield, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

June L. Roberts
Notary Public, residing at
Salt Lake City, Utah

My commission expires 7000 3 1953