

120-

Richard D. Kelly
John D. Kelly

NOV 20 11 21 AM '54
ABSTRACTED
PROOF REVD
INDEXED
R TP

John D. Kelly
DEPT. OF PUBLIC SAFETY
UTAH COUNTY
RECORDER
COURT HOUSE
COURT ST.
SALT LAKE CITY

13390
BK 6, Cedar Forest
BK 21, Cedar Forest

13391

PROTECTIVE COVENANTS

ATLANTIS INVESTMENT COMPANY, a Limited Partnership,

TO WHOM IT MAY CONCERN:

We, the owners of the following described property, situated in the County of Utah, State of Utah:-

Lots 1 to 8 inclusive, Block 1; Lots 1 to 36 inclusive, Block 2; Lots 1 to 6 inclusive, Block 3; Lots 1 to 10 inclusive, Block 4; and Lots 1 to 9 inclusive, Block 5; CHERRY LANE ESTATES SUBDIVISION,

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 November 1, 1979, 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 Jerry M. Lane, Gayle Dellinger and H. Wood Reeves, 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 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 November 1, 1979. 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 residential building lot described above nearer than twenty feet to the front lot line, excluding porches, cornices, spoutings, chimneys and purely ornamental projections. No building except a detached garage or other outbuilding located sixty five feet or more from the front lot line shall be located nearer than five feet to any side lot line, except that if a car port or garage is attached to and made a part of a residential structure the building may be located within three feet of any side lot line. No residence shall be erected on any of the above lots farther than sixty feet from the front lot line.

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 5,000 square feet or a width of less than fifty feet at the front building setback line.

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 shall be permitted on any of the lots in this subdivision with a ground floor area of the main structure, exclusive of one-story open porches and garages, 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.

ATLANTIS INVESTMENT COMPANY

By J. M. Lane
Limited Partner and General Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 2nd day of November, A.D., 1954, personally appeared before me J. M. LANE, who being by me duly sworn, did say that he is a limited partner and general manager of ATLANTIS INVESTMENT COMPANY, a Limited Partnership, and that the above instrument was signed in behalf of said limited partnership by authority of the Articles of Partnership, and said J. M. LANE acknowledged to me that said limited partnership executed the same.

[Signature]
Notary Public
Residing in Salt Lake City, Utah

NOTARY PUBLIC
My Commission Expires:
January 24, 1957

*First Security Bank
of Utah, P.C.
Salt Lake City
(51) Utah
Exchange Place
Branch*

UTAH TITLE COMPANY
13391
NOV 20 11 23 AM '54
ABSTRACTED
PROOF READ
INDEXED
F# 4 50

UTAH COUNTY
RECORDS
DEPT