

1363222

AMENDED  
PROTECTIVE COVENANTS

Recorded MAR 5 1954 at 1:42 P. m.  
Request of SECURITY TITLE CO. No. 52300  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 3.40 By *Muller* Deputy  
Book 1069 Page 600 Ref.  
Return to *Apex Lumber Co.*

The undersigned, Apex Lumber & Hardware Company, a partnership consisting of B. I. Farnsworth and R. J. Chapman, owners of Utahna Murray Subdivision, acting for the benefit of present and future owners of building lots in the said subdivision, do hereby impose upon the above-described land, 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 all shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within 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 said 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.

C-1. LAND USE AND BUILDING TYPE. All lots in the tract shall be known and described as residential building lots. No structure shall be erected, placed or permitted to remain on any residential building plot other than single family or two family dwellings, not to exceed two stories in height and a private garage for not more than two cars.

C-2. DWELLING QUALITY & SIZE. No dwelling shall be permitted on any lot with a ground floor area of less than 750 square feet, it being the intention and purpose of the covenant to assure that all dwellings shall be of harmonious design and consistent quality. Dwellings will be of brick, roded split-block or of good frame construction with roofs of a 4 to 12 pitch or greater.

C-3. BUILDING LOCATION. Detached Dwellings. 1. Sum of side yards: all cases, minimum 10 feet for dwellings less than two stories; minimum 12 feet for dwellings two stories in height. 2. Side yards faced by required windows of habitable rooms: Minimum width of each side yard 8 feet, except that a minimum width of 3 feet is permitted in connection with residential developments when established controls provide assurance that the sum of the side yards and the distance between buildings will be a minimum of 10 feet for dwellings less than two stories in height and a minimum of 12 feet for dwellings two stories in height. 3. All other side yards: Minimum width 3 feet. 4. No structure excepting a one story open porch, shall be erected on any lots nearer than 25 feet to the lot front line, except Lot #2.

C-4. LOT AREA AND WIDTH. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building set back line.

C-5. EASEMENTS. An easement is reserved over each lot for utility installation and maintenance as shown on the recorded plat.

C-6. NUISANCES. 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 any annoyance or nuisance to the neighborhood.

C-7. TEMPORARY STRUCTURES. 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.

C-8. No chicken coops, rabbit pens or other structures for the housing of domestic animals or pets shall be erected on any of said lots.

C-9. Detached garages may be erected on any lots providing that the provisions of the Zoning Ordinance are strictly complied with and furthermore that the type of structure and materials used shall harmonize with the existing residence on said property and in no case shall said garages be constructed of shoddy materials.

In witness whereof said Company has caused this instrument to be executed by two of its partners this 7th day of January 1954.

(Signed) APEX LUMBER AND HARDWARE COMPANY

By B. L. Farnsworth

By R. J. Chapman

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 9th day of January A.D. 1954, personally appeared before me, B. L. Farnsworth and R. J. Chapman, who being by me duly sworn, did say that they are partners of the APEX LUMBER AND HARDWARE COMPANY and signed the foregoing instrument in behalf of said partnership.

Harold D. Meakin  
Notary Public

Residing in Salt Lake City, Utah

My commission expires Sept. 24, 1956

