

1409591

Recorded JAN 25 1955 at 9:41A m.
Request of JOHN C. HARKNESS
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 4.00 By Will Chase Deputy
Book 1163 Page 632 Ref. _____

2179 Lincoln Lane
S.L.C. 7

PROTECTIVE COVENANTS

JOHN C. HARKNESS and VIRGINIA F. HARKNESS,
his wife; WANDA GUSTAVESON, EDWARD G.
GUSTAVESON and CLAIRE B. GUSTAVESON, his
wife,

-to-

WHOM IT MAY CONCERN

We, the owners of the following described property:

Lots 1, 2, ~~3~~, 4, 6, 9, 10, 11 and 12, (herein-
after referred to as "Group I")

Lots 7, 8 and 15 (hereinafter referred to as
"Group II")

Lots 16, 17 and 18 (hereinafter referred to as
"Group III")

All situated in Olympian Orchards according to
the official plat thereof in the office of the
County Recorder of Salt Lake County, a sub-
division in the Southwest quarter of Section 34,
Township 1 South, Range 1 East, and the North-
west quarter of Section 3, Township 2 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 September 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. No lot shall be used except for residential purposes. No
building shall be erected, altered, placed or permitted to remain on any
lot other than one detached single family dwelling not to exceed one story
in height on all lots included in "Group I". Buildings on lots within
"Group II" shall consist of two levels, i.e. shall be only one story and a
basement on two or more sides and shall be two stories on one or more sides.
Buildings on lots in "Group III" may consist of two levels as in the case
of buildings on lots in "Group II" or may be one single story.

5. No building shall be erected, placed or altered on any lot
until the construction plans and specifications and a plan showing the

location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 12.

6. No dwelling shall be permitted on any lot at a cost of less than \$17,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 1,200 square feet for two-level dwellings. Construction shall be of stone or brick. Each dwelling shall have a connected two-car garage, or a one-car garage connected to the dwelling by a breezeway.

7. No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 30 feet to any side street line. And no building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a permitted accessory building located 40 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

8. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. The architectural control committee referred to in Paragraph 5 above is composed of John C. Harkness, Virginia F. Harkness and Edward G. Gustavson of Holladay, Salt Lake County, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans

and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

John C. Harkness
(John C. Harkness)

Virginia F. Harkness
(Virginia F. Harkness)

Wanda Gustaveson
(Wanda Gustaveson)

Edward G. Gustaveson
(Edward G. Gustaveson)

Claire B. Gustaveson
(Claire B. Gustaveson)

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

On the 14th day of September, A. D. 1954, personally appeared before me JOHN C. HARKNESS and VIRGINIA F. HARKNESS, his wife; WANDA GUSTAVESON, EDWARD G. GUSTAVESON and CLAIRE B. GUSTAVESON, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Margaret Ward
Notary Public

Residing in: Salt Lake County
Utah

My Commission Expires: June 16, 1958