

1436534

Recorded JUL 14 1955 at 11:44 a.m.
Request of SALT LAKE ABSTRACT CO
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 4.20 By A. J. Menden Deputy
Book 1218 Page 48 Ref.

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned being the owners of the following described real property in Salt Lake County, State of Utah:

CANYON BREEZE PLAT "B", being a part of Lots 1 and 20, Block 14,
Plat "C" Big Field Survey.

do hereby place the following restrictive covenants on all of the lots in said subdivision except Lots 1, 21, and 30.

1. All said lots shall be known as residential lots and no structure shall be erected wholly or partly thereon other than single-family one story dwellings having a ground floor area of not less than 1100 square feet, exclusive of attached garages, and a private garage for not more than two cars.
2. No building shall be located nearer than 20 feet to the front street line except lots located on street corners maybe located not less than 15 feet from the front street line.
3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
4. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in said area 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.
5. No building shall be placed, erected, or altered on any building plot in the above described area until the building plans and specifications therefore have been approved in writing as to conformity and harmony with external design and existing structures in the area and as to location with respect to property and setback lines by a committee composed of M. W. Perkins and Morris Rasmussen. In the event of the death or resignation of either member of said committee, the remaining member shall have full authority to appoint a member to fill the vacancy. In the event the committee fails to approve or disapprove any such design and location within 30 days after said plans and specifications have been submitted to them or in any event if the committee does not act thereon, such approval will not be required and this covenant will be deemed to have been fully complied with provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.
6. No structure shall be moved onto any lot unless it meets with the approval of the committee above referred to.
7. No signs, bill boards, or advertising structures may be erected or displayed on any of the lots except that a single sign, not more than 3 x 5 feet square, 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 lot in said area.
9. These covenants and restrictions are to run with the land and shall be binding on all the parties and persons claiming under them for a period of 25 years after the execution hereof at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
10. If the parties hereto, or any of them or their heirs or assigns,

shall violate or attempt to violate any of the covenants or restrictions herein before 25 years from the execution hereof, it shall be lawful for any other person or persons owning any other lots in said area to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent him or them from so doing or to recover damages or other dues for such violation.

11. 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.

IN WITNESS WHEREOF, the undersigned have caused the execution hereof this 13th day of July 1955 at Salt Lake City, Utah.

M. Elizabeth Gardiner
M. Elizabeth Gardiner

William H. Robinson
William H. Robinson

Annie G. Robinson
Annie G. Robinson

Morris W. Rasmussen
Morris W. Rasmussen

Bernice B. Rasmussen
Bernice B. Rasmussen

Chester A. Muir
Chester A. Muir

Fern Muir
Fern Muir

M. W. Perkins
A. & M. PERKINS COMPANY by
M. W. Perkins, partner,

A. M. Perkins
by A. M. Perkins, partner

STATE OF UTAH)
County of Salt Lake) ss

On the 13th day of July 1955 personally appeared before me M. Elizabeth Gardiner, William H. Robinson, Annie G. Robinson, his wife, Morris W. Rasmussen, Bernice B. Rasmussen, his wife, Chester A. Muir, Fern Muir, his wife, M. W. Perkins, and A. M. Perkins the signers of the within instrument who duly acknowledge to me that they executed the same.

James J. Lumsden
Notary Public residing at
Salt Lake City, Utah.

My Commission Expires: Jan. 26, 1958