

1446950

PROTECTIVE COVENANTS

Recorded **SEP 16 1955** at 4:40 p.m.  
Request of *Lake View Lumber Co*  
Fee Paid. Haze Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 4.00 By *W.P. Conner* Deputy  
Book *1240* Page *48* Ref. *N 6th West*  
*S.L.C.*

The undersigned, B.L. Farnsworth, the sole general partner of Lake View Lumber and Hardware Company, a co-partnership, owner of LaSalle Acres Subdivision which is located in the City of Murray, County of Salt Lake, State of Utah, and acting for the benefit of present and future owners of building lots in said subdivision, does hereby impose upon the above-mentioned land the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of the 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-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.

The residential area covenants as herein contained shall apply in their entirety to all of the land within the subdivision and also to the land adjoining on the west, comprising eight lots, described as follows:

Commencing at a point North 0°14'30" West 435.35 feet from the Southwest corner of Section 13, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°14'30" West 589.85 feet; thence East 150.35 feet; thence South 0°14'30" East to the center of Maxfield ditch; thence North 67°30' West to the point of beginning.

**LAND USE AND BUILDING TYPE.** 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 single family or two family dwellings, not to exceed two stories in height and a private garage for not more than two cars.

**ARCHITECTURAL CONTROL.** 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. The committee is composed of B.L. Farnsworth, E.L. Farnsworth and Harold D. Meakin, all of Salt Lake City, 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 and within a reasonable length of time after submission of plans and specifications have been made to it.

**DWELLING QUALITY AND SIZE.** No dwelling shall be constructed with the ground floor area of the main structure being less than 950 square feet. It is the intention and purpose of these covenants to assure that all dwellings covered hereunder be of consistent quality and harmonious design.

**BUILDING LOCATION.** No building shall be erected nearer than 25 feet to the front line of the individual building lot. No building, except a detached garage or other out building located 65 feet or more from the front property line, shall be located nearer than 4 feet to any side lot line. The combined width of the two side yards shall not be less than 12 feet for a dwelling with an attached garage, and not less than 20 feet for a dwelling without a garage.

**LOT AREA AND WIDTH.** No residential structure shall be erected or placed on any lot having an area of less than 7500 square feet and a width of less than 60 feet at the minimum building set back line.

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

**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 an annoyance or nuisance to the neighborhood.

**TEMPORARY STRUCTURES.** 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.

**USE RESTRICTION.** No barn, coop, shed, sty or building of any other type shall be constructed for the purpose of housing pigs, cows, horses or poultry and none of the foregoing shall be kept or housed on the aforesaid property.

**BUSINESS PROVISION.** Lots 1, 2 and 3 are reserved for business use and are exempt from the restrictions imposed by the covenants heretofore set forth to the extent that they may be used for any business activity permitted by the Zoning Ordinance of Murray City, Utah.

IN WITNESS WHEREOF said Lake View Lumber and Hardware Company has caused this instrument to be executed this 7th day of September, 1955.

LAKE VIEW LUMBER AND HARDWARE COMPANY

by B. L. Farnsworth  
General Partner

STATE OF UTAH

COUNTY OF SALT LAKE:

On the 7th day of September, 1955, personally appeared before me, B.L. Farnsworth, who being by me duly sworn, did say that he is the sole general partner of the Lake View Lumber and Hardware Company and signed the foregoing instrument in behalf of said company.

Residing in Salt Lake City, Utah.

My Commission expires May 21, 1956

John H. Young  
Notary Public



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