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BOOK 1278 PAGE 177

Recorded JAN 25 1956 at 2:36 p.m.  
Request of SALT LAKE ABSTRACT CO.  
Fee Paid. Harold Stewart Chase,  
Recorder, Salt Lake County, Utah  
\$ 3.70 By *WMA* Deputy  
Ref.

PROTECTIVE COVENANTS

HYLAND REALTY, INCORPORATED, and HYLAND BUILDING COMPANY,

JAN 25 1956

TO WHOM IT MAY CONCERN:

We, the owners of the following described property: -  
All of Lots 1 to 60 inclusive, Hyland Lake Subdivision,  
County of Salt Lake, State of Utah,

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 March 10, 1980, 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 dwelling not to exceed two stories in height and a private garage.

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 Arnold Dee White, M. Paul Mertlich and Wayne R. Pugmire, 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 March 10, 1980. 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 previous exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than 25 feet to the front lot line, or nearer than 8 feet to any side lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections. If a carport or garage is constructed on the said building lot, detached or attached, it shall comply with the applicable zoning ordinances of Salt Lake County.

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 10,000 square feet or a width of less than 65 feet at the front building setback line.

8. An owner of any lot in this subdivision before commencing the construction of any building meant to house pets or any other animals must first secure the approval of the committee as set forth in paragraph 5 above.

9. Lot 41 is specifically reserved for a recreational project, particularly a swimming pool to be constructed by a group of residents in the immediate area.

10. The stream which forms the rear boundaries of Lots 45, 46, 47, 48, 36, 37, 38, 39 and borders or runs through Lots 40, 41 & 35 shall not be diverted or its course changed in any way. Water in the stream has been filed upon by users downstream consequently cannot be used for irrigation purposes by residents of said lots.

11. 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.

12. Nor 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.

13. The ground floor area of any dwelling permitted on any of the above described lots shall not be less than 1050 square feet, exclusive of one story open porches and garages.

14. An easement is reserved over the rear five feet of each of the above named lots for utility installation and maintenance or as specified on recorded Plat 1

15. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

HYLAND REALTY, INCORPORATED

By Wayne R. Pugmire  
Arnold Dee White

HYLAND BUILDING COMPANY

By Arnold Dee White  
Partner

state of utah )  
COUNTY OF SALT LAKE ) ss.

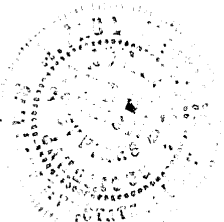
By L. L. Mansuetti  
Partner

On the 16 day of Jan A.D. 1956 personally appeared before me WAYNE R. PUGMIRE, and ARNOLD DEE WHITE, who being by me duly sworn did say that he the Said WAYNE R. PUGMIRE is the President and he the said ARNOLD DEE WHITE is the Secretary-Treasurer of HYLAND REALTY INC., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said ARNOLD DEE WHITE and WAYNE R. PUGMIRE duly acknowledged to me that said corporation executed the same.

My commission Expires:

20 Jan 1959

W. R. Pugmire  
Notary Public  
Residing in: Salt Lake

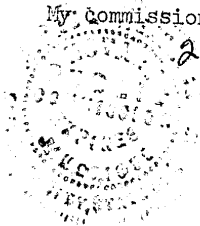


State of Utah            )  
                                  ) ss.  
County of Salt Lake )

On the 16th day of January A. D. 1956 personally appeared before me Arnold Dee White and L. A. Manwill partners in Hyland Building Company, who being duly sworn did say that they were Partners in Hyland Building Company, and that they are the signers of the within and foregoing instrument

My Commission Expires:

26 Jan 1959



*Arnold Dee White*  
\_\_\_\_\_  
Notary Public  
Residing in *Salt Lake*