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RETURN TO - SECURITY TITLE RECORDS DEPT.

Recorded FEB 15 1957 at 3:32 P

BOOK 1390 PAGE 289

PROTECTIVE COVENANTS

Request of Hazel Taggart Chase
Recorder, Salt Lake County, Utah
\$ 3.70 By *[Signature]* Deputy
Book Page Ref.
67537

S. A. BLOMQUIST and ESTHER E. BLOMQUIST, his wife, of Midvale City, County of Salt Lake, State of Utah, the owners of the following described real property situated in Midvale City, County of Salt Lake, State of Utah, to wit:

All of BLOMQUIST SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder of said County.

In consideration of the premise 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. Land, Use and Building Type.

All the lots in said tract shall be known and described as residential lots and shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed one and one-half stories in height.

2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing location of the structure with respect to said lot, have been approved by the architectural control committee, as hereinafter provided, as to the type and quality of workmanship and materials, harmony of external design with existing structures and as to locations with respect to topograph and finished grade elevation. Elevations and building locations must be shown on a plot plan.

No fences or walls shall be erected, on any Lot unless approved by the architectural control committee, as hereinafter provided.

3. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00, based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and the purpose of the covenants 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 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 1200 square feet, regardless of whether the house is a one story or story and a half.

4. Building Location.

No building with attached garage shall be located on any lot nearer to the front lot line than 30 feet or nearer than 8 feet on one side and 8 feet on the other side of any one lot with respect to side yard lines. No building with separate garage shall be located on any lot nearer to the front lot line than 30 feet or nearer than 8 feet on one side and 12 feet on the other side of any one lot with respect to side yard lines. No building shall be located nearer than 20 feet to the street property lines of side streets. No ^{detached} building shall be located nearer than 1 foot from the interior lot line which shall include garage.

The purposes of this covenant with respect to eaves, steps and open porches shall not be considered as part of the building. Provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon another lot.

5. Lot Area and Width.

No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building set-back line not shall any dwelling be erected or placed on any lot or portion of a lot having an area of less than 8000 square feet.

6. Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.

7. Nuisances.

No noxious or offensive activity or trade shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance or a public or private nuisance to the neighborhood.

8. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time for residential purposes, wither temporarily or permanently.

9. No animals of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

10. The Building and architectural committee shall be composed of S. A. Blomquist and Esther E. Blomquist, [redacted] or by a representative designated by the members of said Committee. In the event of death or resignation of either 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. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenants.

11. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1977, 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 said lots and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

12. Procedure.

The approval or disapproval of the plans as required in these covenants shall be in writing. In the event the authorized persons fail to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to him or if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required, and the covenants shall be deemed to have been fully complied with.

13. Enforcement.

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

14. Severability.

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 and effect.

* * *

S. A. Blomquist

Esther E. Blomquist

State of Utah,
County of Salt Lake,

On the 7th day of February A.D. 1957, personally appeared before me, S. A. Blomquist and Esther E. Blomquist, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Lucille L. Knight
NOTARY PUBLIC, residing at:

Salt Lake City, Utah

My Commission expires 12/10/59