

1546330

BOOK 1427 PAGE 632

PROTECTIVE COVENANTS

Recorded JUL 10 1957 at 12:30 P.M.  
Request of Orren J. Greenwood  
Fee Paid, Hessy Deputy Clerk,  
Recorder, Salt Lake County, Utah  
\$ 3.70 By J. Monson Deputy  
Ref.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, owners of the following described property situate in Salt Lake County, Utah, to-wit:

All of Lots 301 to 334, inclusive of GREENWOOD PARK SUBDIVISION NO. 3, in the City of Sandy, according to the official plat thereof recorded in the office of the County Recorder of said County;

are desirous of creating restrictions and covenants affecting said property.

NO THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

1. Each and every lot shall be known as a "Residential Lot" and no structure shall be erected, altered, placed, or permitted to remain on any such Residential Lot other than one detached single family or two family dwelling not to exceed two stories in height and a private garage for more than 3 automobiles.
2. Every detached single-family dwelling erected on any one lot shall cost \$12,000.00 or more and shall have a ground floor area as follows: If a one story structure, 900 sq. feet or more; if a 1-1/2 or 2 story structure, 900 square feet or more. The above floor areas shall be construed to mean areas of structures exclusive of open porches or garages.
3. No building shall be erected, placed or altered on any building plot in this subdivision 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 subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee of Orren J. Greenwood, Jennie B. Greenwood, and Paul E. Greenwood, 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 30 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 member of such committee or its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.
4. No dwelling shall be permitted to be built, moved in or to occupy any lot within this Sub-Division which does not conform to the general standards of the Sub-Division; I. E. Basement Dwellings, Garage Dwellings, Trailer Houses, Tents, Shacks, etc., nor shall any structure of a temporary nature be used as a dwelling either temporarily or permanently.
5. No building shall be located nearer to the front residential lot line than twenty-five feet. However, covered or uncovered, but not enclosed porches, balconies, or terraces may extend beyond the building limit line not more than 12 feet, and customary architectural appurtenances, such as cornices, bay windows, spoutings, chimneys, may extend not more than 4 feet beyond said building line. Steps leading to the dwellings may extend beyond such building line provided such steps are not higher than the floor level of the first floor of the dwelling. No Residential Building shall be located nearer to the side line of a residential lot than 8 feet on one side and 12 feet on the driveway side, excepting in the case of either an attached or detached garage, in which case such garage may be within one foot of the lot line. No residential structure shall be erected on any building plot, which plot has an area of less than 7000 square feet or a width of less than 65 feet at the front building set back line.

PROTECTIVE COVENANTS - GREENWOOD PARK SUBDIVISION NO. 3 - (continued)

6. No noxious or offensive trade or activity shall be carried on upon any residential lot or any part or portion thereof, nor shall anything be done, thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described. This district is not intended to be divided for or used for a commercial area; therefore, livestock and fowls for this purpose shall not be permitted in the area. (This paragraph is not intended to restrict the area for the raising of fine small birds, fowls or animals as pets or as a special hobby.

7. No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot or house for sale, house for rent, may be displayed on the premises affected.

8. No trash, refuse, ashes, etc, may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

9. Easements are reserved as shown on the recorded plat, for utility installation and maintenance, and for excavation, construction, and maintenance of open irrigation ditches and use of said ditches to conduct irrigation water. Easements of 5 feet on the back end of each building lot shall be allowed for the purpose of conducting water, installation of power and telephone lines.

10. All covenants and restrictions hereinstated and set forth shall run with the land and be binding on all parties and persons claiming any interest in said residential lots hereinbefore described on any part thereof until 25 years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years unless, by a vote of the then owners of said residential lots it shall be shown that the majority are in favor of change in the said covenants in whole or in part.

11. If the parties now claiming or subsequently claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 25 years from the date hereof, it shall be lawful for the majority of the persons owning other residential lots in said area to prosecute any proceedings at law or in equity against the person or persons firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

12. Invalidation of any one of the covenants or restrictions herein set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until the effective life hereof as above set forth has elapsed.

WITNESS our hands this 10<sup>th</sup> day of July, 1957.

Orren J. Greenwood  
ORREN J. GREENWOOD

Jennie B. Greenwood  
JENNIE B. GREENWOOD

STATE OF UTAH )  
                  ) )  
                  ) ) SS  
COUNTY OF SALT LAKE )  
                          )

Paul E. Greenwood  
Norene Greenwood

On the 10<sup>th</sup> day of July, 1957 personally appeared before me, Orren J. Greenwood and Jennie B. Greenwood, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same, and also Paul E. Greenwood and Norene Greenwood, his wife.

Carol B. Petersen  
Notary Public, residing at Salt Lake  
City, Utah

My Commission Expires May 21, 1961.