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Recorded Jul 1 1958 at 3:58 P.M.  
Request of Henry R. Liffarth  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
# 6.40 By Lee S. Graham Deputy  
Ref.

PROTECTIVE COVENANTS AND RESTRICTIONS

43-13 Star Route,  
Sandy, Utah

HENRY R. LIFFERTH and WANDA E. LIFFERTH, his wife, the owners of LOST ACRES, a subdivision, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, Utah, do hereby place the following Protective and Restrictive Covenants on all land situated within said subdivision:

1. All of the lots in this subdivision shall be known and described as summer home residential lots, except lots numbered 48 and 64, which shall be business property and may be used for a grocery or drug store, restaurant, curio shop, sporting goods store or other similar business establishment, and shall otherwise conform to these Protective Covenants and Restrictions the same as if they were residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and a private garage for no more than two cars. Each dwelling house shall have a minimum ground floor area of 300 square feet.
2. The land in this summer home area shall be maintained and preserved in its original and natural condition, so far as possible. All trees, timber, natural vegetation and soil shall be left in place, except when removal is necessary for the construction of a dwelling or other improvement, all of which must be authorized and approved by the committee referred to below.
3. No building shall be erected, placed or altered on any building lot in this subdivision nor shall any mortgage for the security of any loan be recorded until the building plans, specifica-

tions and plot plan showing the location of such building have been finally approved in writing as to harmony with and conformity to existing structures in this subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of Henry R. Lifferth, Sandy, Utah, Sam Freebairn, Salt Lake City, Utah, and Stan Wheeler, also of Salt Lake City, Utah, or a representative designated by their majority. Said committee shall have the power to fill any vacancies. In the event said committee, and/or its designated representative is not in existence or fails to approve or disapprove such design and location within fifteen (15) 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 these Protective Covenants and Restrictions will be deemed to have been fully complied with. This committee shall be in existence for a period of five (5) years. Thereafter, a committee of not less than three (3) nor more than five (5) members may be elected by the majority vote of the owners in said subdivision, each lot thereof being entitled to one (1) vote.

4. It shall be necessary for the lot owner to consult with said committee on a preliminary basis, as to the proposed design and location of a dwelling, set-back, side yards, grades, landscaping and removal of trees, vegetation or soil. After advising with the committee the owner will prepare and submit to them preliminary plans and specifications for approval. The committee will make any alterations necessary to achieve conformity to the particular site and existing structures. When preliminary written

approval is received, the owner will then prepare final plans, specifications and plot plan and submit the same to the committee for final written approval. Upon the receipt of said final approval construction may then be commenced.

5. The committee shall have full control in designating which trees are to be cut down or vegetation cleared for the erection of a dwelling and advantage shall be taken of existing areas which are open and free from trees. The building shall conform to the existing contours of the site with a minimum of regrading. Side yards shall be a minimum of ten feet on each side unless changed by the committee in order to conform to the site. Set-back will be determined by the topography and conditions of the site.

6. No noxious or offensive trade or activity shall be carried on upon any lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or a nuisance to the occupants of the remaining lots hereinbefore described. No trash, ashes or other refuse may be thrown or dumped on any lot hereinbefore described or any part or portion thereof. No provision shall be made on any lot for the raising of poultry, the housing of cows, horses or other livestock, except with the written approval of the committee herein referred to.

7. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling or building.

8. No trailer, basement, tent, shack, garage, or other out building erected in, upon or about any of said lots hereinbefore described, or any part thereof, shall at any time be used as a

residence without first obtaining the written permission of the committee, which when granted shall be on a temporary basis only.

9. The system of roadways within this subdivision as shown on the recorded plat shall remain private roadways and will not be dedicated to Salt Lake County for public use without the consent of the majority of the lot owners. Each lot owner shall own to the center of the private roadway adjacent to his lot.

10. Each lot shall have and be subject to an easement fifteen (15) feet wide, adjacent to and parallel with the outside boundaries thereof for a right of way, all as shown on the recorded plat, for the ingress and egress of all the lot owners and their guests. Each lot owner shall also have an easement for a right of way over and across the access roadway connecting said subdivision with the main Lambs Canyon road, for the use of the lot owners and their guests.

11. An easement five (5) feet wide for the installation and maintenance of utilities is reserved on each lot, adjacent to and parallel with the four outside boundaries thereof, being the front, rear and both sides. Also, an easement ten (10) feet in width for the collection of spring and underground waters is reserved on each lot which contains any such waters from the situs thereof to the closest and most assessable boundary.

12. Each lot owner shall automatically be a member of an association composed of all the owners of lots in this subdivision. Said association shall meet for the first time when any three or more members shall mail a notice to every other member, at his last known address, stating the time and place of the first meeting and a general statement of the business to be transacted. This notice

shall be mailed at least fifteen (15) days before but not more than twenty-five (25) days before the date of said first meeting. Officers shall be elected at the first meeting of the association by a majority vote, each lot being entitled to one vote and such business shall be transacted as properly comes before it. It shall be one of the duties of the association to provide for the maintenance, repair, surfacing or alteration of the private roadway system within the subdivision and the single access roadway connecting said subdivision with the main Lambs Canyon road. The association may also construct and maintain culinary water and electric power systems for the use and benefit of its members. No officer shall be entitled to compensation for the discharge of the duties of his office and the operation of this association shall be on a non-profit basis. The association shall have the power to assess and collect monies from each lot owner on a fair and equal basis, as agreed to by a majority of the members, to meet its administrative expenses and to accomplish any of the above or such other improvements as are approved by a majority vote of the members. In the assessing and collecting of monies the association shall have the same power and authority as a governmental unit, including the right to sell any lot for non-payment of any lawful assessment and tax. At such time as the association desires to construct a culinary water system, Henry R. Lifferth and Wanda E. Lifferth, his wife, agree to convey to the association any and all water rights owned by them in said subdivision for the use and benefit of all its members.

13. If any person owning any interest in a lot in said subdivision, or his heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the

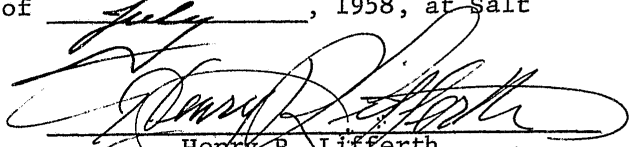
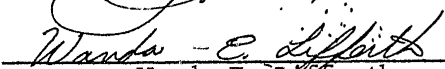
covenants and restrictions herein contained, it shall be lawful for any other person owning any interest in any other lot in said subdivision to prosecute any proceedings at law or in equity against the person, firm or corporation so violating or attempting to violate any such covenant or restriction and either prevent him from so doing or to recover damages or other dues for such violation.

14. Any person owning an interest in a lot in this subdivision, his heirs, successors, grantees, personal representatives or assigns, who violate or attempt to violate any of the covenants and restrictions contained herein, does hereby agree to pay all costs of enforcing these Protective Covenants and Restrictions, whether or not suit is filed and including the payment of a reasonable attorney's fee.

15. All covenants and restrictions herein stated and set forth shall run with the land and be binding on all the parties and persons owning any interest in any lot hereinbefore described or any part thereof until July 1, 1983, at which time said covenants and restrictions shall automatically cease unless renewed prior to said expiration date by a majority vote of the lot owners in said subdivision.

16. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing Covenants and Restrictions were executed this 1st day of July, 1958, at Salt Lake City, Utah.

  
Henry R. Lifferth  
  
Wanda E. Lifferth

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STATE OF UTAH

X  
X

ss.

COUNTY OF SALT LAKE

On the 1st day of July, 1958, personally appeared before me, HENRY R. LIFFERTH and WANDA E. LIFFERTH, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



*Henry R. Liffertth*  
Notary Public  
Residing in Salt Lake City, Utah

My Commission Expires:

Oct 30, 1961