

1604096

Recorded AUG 4 1958 at 2:16 P.M.
Request of Utah Realty & Const.
Fee Paid: Hand Signature Chase,
Recorder, Salt Lake County, Utah
Ref. # 3,70 By Ormon Deputy
48 N. 6th. West

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PROTECTIVE COVENANTS

Dated May 22, 1958.

Recorded :

Entry No:

Book: Page:

THE UNDERSIGNED, B.L. Farnsworth, the sole general partner of Lake View Lumber and Hardware Company, a co-partnership, owner of WASATCH HILLS SUBDIVISION NO. 2 which is located in the 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, 1979, 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-mentioned 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 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.

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 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

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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 committed 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 to it.

DWELLING QUALITY AND SIZE. No dwelling shall be constructed with the ground floor area of the main structure being less than 1,300 square feet. The floor elevation of the highest habitable rooms in any dwelling shall not exceed 10 feet in height above the curbing elevation for structures on the lots located on the east side of the streets, and not to exceed $2\frac{1}{2}$ feet on the lots located on the west side of the streets in said subdivision. It is the intention and purpose of these covenants to assure that all dwellings covered hereunder will be of consistant quality and harmonious design. Further, no structure will be erected having a roof pitch greater than 4 in 12.

BUILDING LOCATION. The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall be not less than eighteen (18) feet. Other main buildings shall have a minimum side yard of twenty (20) feet and the total width of the two yards shall not be less than forty (40) feet. The minimum side yard for a private garage shall be eight (8) feet, except that private garages and other accessory buildings located at least six (6) feet in the rear of the main building shall have a minimum side yard of not less than one (1) foot, provided that no private garage or other accessory building shall be located closer than ten (10) feet to a dwelling on an adjacent lot. On corner lots, the side yard which faces on a street for both main and accessory buildings shall be not less than twenty (20) feet or the average of existing buildings where fifty (50) per cent or more of the frontage is developed, but in no case less than fifteen (15) feet or be required to be more than twenty (20) feet. The minimum depth of the front yard for main buildings and for private garages which have a minimum side yard of ten (10) feet shall be thirty (30) feet. All accessory buildings other than private garages which have a side yard of at least ten (10) feet shall be located at least six (6) feet in the rear of the main building.

LOT AREA AND WIDTH. No residential structure shall be erected or placed on any lot having an area of less than 8,000 square feet and a width of less than 84 feet at the minimum 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, stye or building of any other type shall be constructed for the purpose of housing animals, livestock, or poultry of any kind. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept provided they are not kept, bred or maintained for any commercial purposes.

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IN WITNESS WHEREOF said Lake View Lumber and Hardware Company has caused this instrument to be executed this the 22nd day of May, 1958.

LAKE VIEW LUMBER AND HARDWARE COMPANY

by B. P. Garrison
Sole General Partner

STATE OF UTAH

COUNTY OF SALT LAKE:

On the 22nd day of May, 1958 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

John H. Young
Notary Public