

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR LEE ANN NO. 1

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Walter W. Brock and Myrtle V. Brock his wife, and Ben M. Brown and Emma Brown his wife are the owners of the following described real estate located in Salt Lake County, State of Utah; to-wit:

Beginning at a point which is North 0°05'25" West 621.75 feet from the Southeast Corner of Section 29, Township 1 South Range 1 West Salt Lake Base and Meridian, and running thence North 0°05'25" West 1,248.250 feet along the East line of said Section 29; thence South 89°54'35" West 174.00 feet thence South 0°05'25" East 243.00 feet; thence South 32°00'09" West 70,827 feet; thence South 89°54'35" West 153,370 feet; thence South 0°05'25" East 5,848 feet; thence South 89°54'25" West 141.00 feet; thence South 0°05'25" East 931.834 feet; thence South 11°22'00" West 128,073 feet; thence South 78°38' East 251,611 feet; thence North 82°53' East 92,533 feet; thence North 0°05'25" West 156,595 feet; thence North 89°54'35" East 193.00 feet to the point of beginning/.

and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1984 at which time said Covenants shall be automatically extended for successive periods of 10 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.

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 development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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.

A- All 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 plat other than one detached single- or double-family dwelling not to exceed one and one-half stories in height and a private garage for not more than three cars.

B- 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 composed of Estel L. Wright, H.J. Cassidy, and Ray Hemingway, 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. In the event said committee, or its designated representative with like authority, fails to approve or disapprove such design and location within 30 days after said plans and specification 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 and after January 1, 1984. 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 in this subdivision and duly recorded appointing a representative, or representatives, who

shall thereafter exercise the same powers previously exercised by said committee.

C- No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nearer than 5 feet to any side lot line, or nearer than 20 feet to any side street line. In the case of an attached garage, it shall be no nearer than 10 feet to any side street line or nearer than 5 feet to any side lot line, total width of two side yards to be minimum of 18 feet.

D- No residential structure shall be erected on placed on any building plot which plot has an area of less than 8,000 square feet or a width of less than 60 feet at the front building setback line.

E- 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.

F- The maximum heights on any fence shall be 6 feet and shall not extend beyond the front setback of the dwelling provided however that the building committee shall have power to grant variances for retaining walls to extend beyond front setback line.

G- No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the 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.

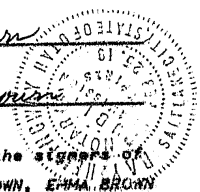
H- No building shall be erected or moved onto any building plot which does not conform to the general architecture of the subdivision.

I- The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 960 square feet in the case of a one-story, one-family structure; nor less than 700 square feet in the case of a one and one-half story, one-family structure; not less than 1200 square feet in the case of a one and one-half story, two-family structure.

J- An easement is reserved over the rear 5 or 10 feet of each lot as shown on the recorded plat for utility installation and maintenance.

WITNESS the hands of said owners this 3<sup>rd</sup> day of January 1959

Walter W. Brock  
Walter W. Brock  
Myrtle V. Brock  
Myrtle V. Brock  
Ben M. Brown  
Ben M. Brown  
Emma Brown  
Emma Brown



On the 3<sup>rd</sup> day of January 1959 personally appeared before me the signers of the within instrument, WALTER W. BROCK, MYRELE V. BROCK, BEN M. BROWN, EMMA BROWN who duly acknowledged to me that they executed the same.

Ray Hemingway  
Notary Public  
residing in Salt Lake City, Utah.

My commission expires FEB 25, 1960

Recorded FEB 8, 1959 at 2:39 p.m.  
Request of Accountants Table  
Fee Paid, Nellie M. Jack,  
Recorder, Salt Lake County, Utah  
\$ 2.80 By Adrian Deputy  
Ref. \_\_\_\_\_