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MAIL TO - ZIONS FIRST NAT'L BANK  
NO. 3 SOUTH MAIN

BOOK 1706 PAGE 106

Recorded APR 27 1960 at 10:28 A.M.  
By Joseph H. Tatt  
Salt Lake County, Utah  
\$ 400 By 7 Anselmo Deputy  
Book Page Ref.

1713138

PROTECTIVE COVENANTS AND RESTRICTIONS

Declaration of Protective Covenants and Restrictions applying to AMENDED GOLDEN BANTAM ACRES #1, a subdivision, of Salt Lake County, State of Utah.

KNOW ALL MEN BY THESE PRESENTS:

That we, Zion's First National Bank, a Utah Corporation, and Joseph A. Gundersen and Lenore C. Gundersen, his wife, of the County of Salt Lake, State of Utah, owners and parties in interest of Amended Golden Bantan Acres #1, a subdivision, according to the official plat recorded in the office of the Recorder, Salt Lake County, State of Utah, consisting of Lots 1 to 21, inclusive, which subdivision they have caused to be approved as required by law, and recorded in the office of the County Recorder of Salt Lake County, State of Utah; and desiring to sell and convey the same to purchasers for the purposes herein contemplated; and in order to restrict the use of said property and thereby enhance the value thereof; hereby agree that all who shall purchase said property, or any part thereof, in consideration of such purchase and use thereof, said property shall be and the same is restricted in the following respects, to-wit:

**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 one detached single-family dwelling or one detached two-family dwelling not to exceed two and one-half stores 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided under architectural control committee.

**DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 on 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 1050 square feet per single family unit and dwelling. In the event of multiple family units, each unit shall require the minimum of 1050 square feet for the ground floor area of the main structure, exclusive of one-story open porches and garages.

**BUILDING LOCATION.** No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

**LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet, except that a dwelling may be erected or placed on lots numbered 14 and 15 as shown on the recorded plat.

**EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

**NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may 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.

#### ARCHITECTURAL CONTROL COMMITTEE

MEMBERSHIP. The architectural control committee is composed of Joseph A. Gundersen, Lamont B. Gundersen and Lenore C. Gundersen. 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 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 committee or restore to it any of its powers and duties.

PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### GENERAL PROVISIONS

TERM. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming by, through or under them for a term of 25 years from and after date of execution of these covenants; and these covenants shall be automatically extended for successive periods of 10 years, unless an instrument in writing signed by a majority of the then owners of the lots within said subdivision has been recorded, and under the terms of which these covenants are terminated or modified in whole or in part.

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

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 effect.

ATTEST.

ZIONS FIRST NATIONAL BANK

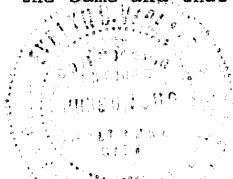
Edward P. Westra  
Ass't. Trust Officer

Joseph A. Gundersen  
Joseph A. Gundersen

Lenore C. Gundersen  
Lenore C. Gundersen

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 26th day of April A. D. 1960, personally appeared before me Edward P. Westra, who being by me duly sworn did say, that he, the said Edward P. Westra is Ass't. Trust Officer of ZIONS FIRST NATIONAL BANK, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Edward P. Westra duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Evelyn B. Quallett  
Notary Public

My Commission Expires:

Residing in Salt Lake City, Utah.

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STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 26th day of April A. D. 1960 personally appeared before me Joseph A. Gundersen and Lenore C. Gundersen, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Grant B. Wall  
Notary Public

My Commission Expires: 3-16-62.

Residing in Salt Lake City, Utah