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RETURN TO - SECURITY TITLE CO.  
ESCROW DEPT.  
BOOK 1708 PAGE 478

Recorded MAY 6 1960 3:11 P.M.  
Requester SECURITY TITLE COMPANY  
Fee Paid, Nellis M. Jack  
Recorder, Salt Lake County, Utah  
\$ 3.00 By 7 Amelino Deputy  
Book Page Ref.

1714781

PROTECTIVE COVENANTS

This document made this 1st day of April, 1960, in order to protect values of property for present owners and future owners in the subdivision known as FAWN GARDENS, a Subdivision in the County of Salt Lake, State of Utah, according to the plat thereof, recorded in the office of the County Recorder of said County.

BE IT KNOWN that the following covenants shall be in force and that all present owners and all future owners shall be bound by these covenants:

A. 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 not to exceed two and one-half stories in height and a private garage for not more than two cars.

B. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any Lot having an area of less than 1100 square feet.

C. 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.

D. 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.

E. 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.

F. BUILDING LOCATION: 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 70 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 35 feet to the ~~front~~ lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

G. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which timesaid covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

H. 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.

I. 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.

BY W. Don Peterson  
W. DON PETERSON

BY Fawn A. Peterson  
FAWN A. PETERSON

BY Louis E. Martineau  
LOUIS E. MARTINEAU

BY Norma M. Martineau  
NORMA M. MARTINEAU

CORPORATION OF THE PRESIDING BISHOP OF THE  
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

BY Joseph B. Smith  
Corporation Sole

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 1<sup>st</sup> day of April A.D. 1960 personally appeared before me, W. DON PETERSON and FAWN A. PETERSON, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

James M. Duke  
NOTARY PUBLIC

My commission expires 2/10/61. Residing at Salt Lake City, Utah.

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 1<sup>st</sup> day of April A.D. 1960 personally appeared before me, LOUIS E. MARTINEAU and NORMA M. MARTINEAU, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

James M. Duke  
NOTARY PUBLIC

My commission expires 2/10/61. Residing at Salt Lake City, Utah

STATE OF UTAH )  
: SS  
County of Salt Lake)

On this 28th day of April A.D. 1960, personally appeared before me JOSEPH L. WIRTHLIN, personally known to me to be the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, and acknowledged to me that he signed the foregoing instrument as Corporation Sole of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, and that the seal impressed on the within instrument is the seal of said corporation, and the said Joseph L. Wirthlin acknowledged to me that the said corporation executed the same.

Robert M. Dyer  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires: April 1, 1962