

Tract to: Cannon-Papanikolas Const
2015 S 2nd East

1724585

BOOK 1723 PAGE 54

Recorded JUL 5 1960
Request of Cannon Papanikolas Const
Fee Paid \$3.00
Book 1723 Page 54
\$3.00 by F. Anselmo

PROTECTIVE COVENANTS

CANNON-PAPANIKOLAS CONSTRUCTION COMPANY, a Partnership

TO WHOM IT MAY CONCERN:

We, the owners of the following described property:-

All of Oquirrh Hills No. 9, a subdivision in the Southwest quarter of Section 29, Township 1 South, Range 2 West, Salt Lake Base and Meridan.

In consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten 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.
2. 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 on the above-described tract 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.
3. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which remain in full force and effect.
4. All above described 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 plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
5. No building shall be erected, placed or altered on any building plot in the above-described property 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 said property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of John E. Papanikolas, Nick E. Papanikolas and Gus E. Papanikolas, 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 authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty 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 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 or after January 1, 1961. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effected thereon, a written instrument shall be executed by the then record owners of a majority of the lots above described and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee, County zoning regarding setbacks and side yards takes precedence where applicable.

6. No building shall be located on any residential building lot described above nearer than seventeen feet to the front lot line, excluding porches, cornices, spoutings, chimneys, and purely ornamental projections. No building except a detached garage or other outbuilding located sixty feet or more from the front lot line shall be located nearer than one foot to any side lot line, except that if a garage is attached to and made part of a residential structure the building may be located within three feet of any side lot line. No residence shall be erected on any of the above lots farther than fifty feet from the front lot line. Minimum side yard w/o attached garage 8 feet.

7. No residential structure shall be erected or placed on any of the above-described building plots, which plot has an area of less than 4,000 square feet or a width of less than forty feet at the front building setback line.

8. 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 any annoyance or nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected in the said 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.

10. No dwelling costing less than \$6,000.00 shall be permitted on any of the above-described lots in said subdivision. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure, nor less than 600 square feet in the case of a one and one-half or two-story structure.

11. An easement is reserved over the rear five feet of each of the above-named lots for utility installation and maintenance, and for an irrigation ditch for the benefit of each lot. Utilities easements along side lot lines will be reserved for above purposes.

12. No permanent provision shall be made on any of the above-described lots for the raising of poultry, or the housing of cows, horses or other livestock.

13. No trash, ashes or other refuse may be thrown or dumped on any of the above-described lots.

CANNON-PAPANIKOLAS CONSTRUCTION COMPANY

By *John Papanikolas*
General Partner.

State of Utah)
County of Salt Lake) ss

On the 26 day of *May* A.D., 1960, personally appeared before me *John E Papanikolas*, who being by me duly sworn, did say that he is a member of the firm of CANNON-PAPANIKOLAS CONSTRUCTION COMPANY, a partnership, and that said instrument was signed in behalf of said partnership by authority of the Articles of Partnership and said partnership executed the same.



John E. Papanikolas
Notary Public.

My Commission expires *11/17/67*
residing in *Salt Lake County*