

MAIL TO: Lyle D. Webster
686 East Center
Midvale, Utah

1724592

BOOK 1723 PAGE 72

JUL 5 1960

Recorded..... at 10:52 a.m.
Request of Lyle D. Webster
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
2.570 By Lawrence G. ... Deputy
Ref.

PROTECTIVE COVENANTS

WHEREAS, the title to the following described property situated in Salt Lake County, State of Utah:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, EAST ALTA VIEW GARDENS, according to the official plat thereof recorded in the office of the Salt Lake County Recorder

now stands of record in the name of LYLE D. WEBSTER and ANN ELOISE WEBSTER, his wife and CHARLES DICK ANDERSON and TWILA P. ANDERSON, his wife.

WHEREAS, the owners are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of said lots, the owners do hereby declare the property hereinabove described subject to the restrictions herein recited, which restrictions shall operate as a blanket encumbrance upon said property, and shall be deemed to be incorporated by references in all conveyances of said property, or any part thereof, and all conveyances of said property, or any part thereof, shall be subject to said restrictions, which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, their successors and assigns and grantees who are, or become owners, of any lots. The Restrictions are as follows:

1. Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, and 17 hereinbefore described shall be known and is hereby designated as residential lots and will allow single family dwellings only. Lots 6, 7, and 8 shall be known and is hereby designated as residential lots and will allow single or double family dwellings, and no structures shall be erected altered planned or permitted to remain on any such residential lot other than above described family dwellings of not to exceed one and one half stories in height and a private garage for not more than two automobiles.
2. Every detached single-family dwelling erected on any residential lot included in this subdivision shall cost \$9,000.00 or more and shall have a ground floor area as follows: If a one-story structure, 900 square feet or more; if a one and a half story structure, 700 square feet or more. Every two-family dwelling erected on specified lots in this subdivision shall cost \$15,000.00 or more and shall have a ground floor area as follows: If a one-story structure, 1500 feet or more; if a one and a half story structure, 1,000 feet or more. The ground floor area as herein referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family or double-family dwelling, exclusive of open porches and garages.
3. No detached single-family or double-family dwelling shall be erected, placed or altered on any residential lot hereinbefore described unless and until the building plans, specifications and plot plan showing the location of said building shall have been approved in writing as to conformity and harmony of external design with existing structures in the area covered by said residential lots and as to location of the dwelling with respect to topography and finished ground elevation, by a committee composed of Harvey W. Eckman, Harold Boggess, and Lyle

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Webster or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event the remaining members or member of said Committee shall fail within thirty (30) days after the death or resignation of any member of said Committee, to appoint a successor, such successor shall be appointed by the Owners of a majority of the residential lots hereinbefore described. In the event of said committee or its designated representative fails to approve or disapprove such building plans, specifications, and plot plan within thirty (30) days after such plans specifications and plot plan shall 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.

Not more than one detached single-family or double-family dwelling shall be erected wholly or partially on any residential lot hereinbefore described. A "Residential Lot" is hereby defined to mean each of the residential lots hereinbefore described. It is understood, however, that upon written request, the committee hereinbefore named, may in its sole discretion and in writing only, permit a detached single-family dwelling to be erected in the area covered by said residential lots hereinbefore described, partially on one and partially on another residential lot, provided that the existing boundary lines or residential lots as hereinbefore described can be changed or altered for building program purposes only by the above named committee in its sole discretion in writing.

4. No building shall be located nearer to the front residential lot line than 30 feet on all lots. No building shall be located nearer to any side street line than 20 feet. However, covered or uncovered, but not enclosed porches, balconies, portocoheres, or terraces may extend beyond the building limit line not more than eight feet, and customary architectural appurtenances such as cornices, bay windows, spoutings, chimneys may extend not more than four feet beyond said building line. Steps leading to dwellings may extend beyond such building line provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side than eight (8) feet.

5. No noxious or offensive trade or activity shall be carried on upon any residential lots hereinbefore described or any part or portion hereof, nor shall any thing be done thereon which may become an annoyance or nuisance to the occupants or the remaining residential lots hereinbefore described, including the keeping or raising thereon of livestock or poultry or rabbits.

6. No trailer, basement, tent, shack, garage, or other out-building erected in, upon or about any of said residential lots hereinbefore described or any part thereof 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.

7. No structure shall be moved onto any residential lots hereinbefore described or any part thereof unless it meets with the approval of the Committee hereinbefore named, such approval to be given in writing.

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An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

8. No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots, except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

9. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

10. No radio or other wires shall be maintained more than six (6) feet higher than the roof of any structure on any residential lot hereinbefore described.

11. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until twenty five (25) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

12. If the parties now claiming any interest in said residential lots hereinbefore described, or any of them or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty five (25) years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

13. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty five (25) years from the date hereof subject to automatic extension as provided in Paragraph 11 hereof.

Dated this 2 day of July, 1960

Lyle D. Webster
Lyle D. Webster

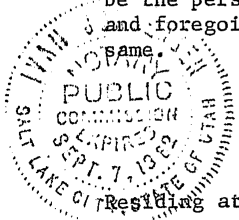
Ann Eloise Webster
Ann Eloise Webster

Charles Dick Anderson
Charles Dick Anderson

Twila P. Anderson
Twila P. Anderson

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

On this 2 day of July, A.D. 1960, before me, the undersigned, a Notary Public for the State of Utah, personally appeared LYLE D. WEBSTER and ANN ELOISE WEBSTER, his wife personally known to me to be the persons described in, and whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

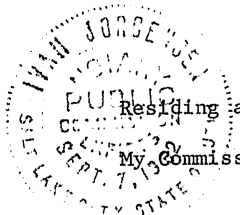


Ivan Jorsevski
Notary Public

Residing at Salt Lake City - Utah
My Commission Expires Sept. 7 - 1962.

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

On this 2 day of July, A.D. 1960, before me, the undersigned, a Notary Public for the State of Utah, personally appeared CHARLES DICK ANDERSON and TWILA P. ANDERSON, his wife personally known to me to be the persons described in, and whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.



Ivan Jorsevski
Notary Public

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My Commission Expires Sept. 7 - 1962.