

Recorded AUG 10 1961 at 4:39 m.  
Request of Gary M. Nagle  
For Paid, Nelle M. Jack,  
Recorder, Salt Lake County, Utah  
S 300 By Flaselman Deputy

PROTECTIVE COVENANTS FOR FONTAINE BLEU VILLAGE 1493-51 East  
Bountiful, Utah

1. All lots in the tract shall be known and described as residential lots and no structure 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 and/or carport for not more than three cars.

2. No building shall be erected on any lot nearer than 30 feet to the front lot line nor nearer than 8 feet to any side lot line and the total width of the two side yards shall not be less than a total of 16 feet. Minimum set back on corner lots shall be 30 feet to the front and 20 feet to the side street. For the purposes of this covenants, 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. A detached garage or other permitted accessory building located 60 feet or more from the front lot line may be located and shall have a minimum required side yard of not less than 1 foot.

3. No trade or activity which may be offensive 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.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

5. No animals or fowls shall be kept housed or permitted to be kept or housed on any lot or lots in said tract except such dogs or cats or birds as are normally considered household pets.

6. The ground floor area of the main structure, exclusive of one-story, open porches and garages shall not be less than 1,200 square feet. No lot shall be re-subdivided into less than the Salt Lake County requirement of 10,000 square feet.

7. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee, who will serve without fee or compensation, as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Clark Nagle, Gary M. Nagle and Marilyn Nagle. 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 erection has been commenced prior to the completion thereof; approval will not be required and the related covenants shall be deemed to have been complied with.

8. These covenants also state that no fence, wall, hedge or other object of similar design may be constructed on any lot nearer the street line than the front house line nor shall any fence, wall, hedge or other object of similar design be constructed on any lot to a height greater than six feet.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from the date hereof for successive periods of thirty years unless an instrument signed by a majority of the then

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owners of the lots has been recorded changing said covenants in whole or in part.

10. Enforcement shall be by proceedings at law or inequity against any person or persons violating or attempting to violate any covenants either to restrain him or them from so doing or to recover damages thereof.

11. Invalidation of any of these covenants by judgment or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

Gary M. Nagle  
Gary M. Nagle

Marilyn Nagle Marilyn Nagle

CJ Nagle Clark Nagle

Leonard S. Lee

May 16, 1920

Del' Alberio

Eva Alberio

STATE OF UTAH )  
COUNTY OF SALT LAKE )  
ss

On the 10th day of August, 1961, personally appeared before me,  
Gary M. Nagle, Marilyn Nagle, Clark Nagle, Leonard DiSera, Mary DiSera, Del  
Alberico, Eva Alberico  
the signers of the above instrument, who duly acknowledged to me that they  
executed the same.

Notary Public,  
Residing at Salt Lake City, Utah

