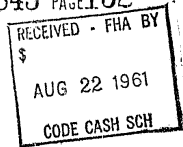


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Recorded SEP 19 1961 at 4:48 p. m.  
Request of MCGHEE ABSTRACT & TITLE CO.

BOOK 1843 PAGE 152

For EARL H. HARRIS, JR.,  
Recorder, Salt Lake County,  
\$ 17.80 By M. S. Burff  
AMENDED PROTECTIVE COVENANTS

We, the undersigned, being all of the owners of CLEARVIEW HOMES SUBDIVISION, a subdivision of part of the East Half of the Northeast Quarter of Section 1, Township 2 South, Range 2 West, Salt Lake Meridian, in Salt Lake County, Utah, according to the official plat thereof now of record in the office of the Recorder of Salt Lake County, acting for the benefit of present and future owners of building lots in the said subdivision do hereby impose upon all of the building lots in the above named subdivision the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of land within the subdivision and shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within the said subdivision, their heirs, administrators, executors, grantees and assigns;

The covenants as hereinafter set forth are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from date of recording of these covenants, after said 30 years time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots in the above described and named subdivision it is agreed to change the covenants in whole or in part.

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 in said development or subdivision 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.

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.

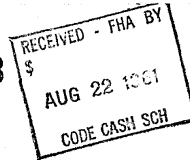
A. All lots shall be known and described as residential lots, no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars, except existing 4-plex on lots 9 and 10, Block 2.

B. 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 in part "N".

C. In any event, no residential building shall be located on any residential building lot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other outbuilding located 90 feet or more from any street line, shall be located nearer than 8 feet to any side lot line and the combined width of side yards shall not be less than 18 feet. No outbuilding shall be located nearer than 90 feet to the nearest street front line. No building shall be located nearer than 1 foot to any property line.

D. No residential structure shall be erected or placed on any building plot which plot has an area of less than 7500 square feet or a width of less than 65 feet at the front building set back line.

E. No dwelling costing less than \$10,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story



- 2 -

open porches and garages, shall not be less than 1,000 square feet in the case of a one-story structure nor less than 900 square feet in the case of a one and one-half or two story structure.

F. 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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

G. 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.

H. 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.

I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

J. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

K. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

L. Until such time as a sanitary sewer system shall have been constructed to serve lots fronting on 4800 West, a sewage system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The affluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by the Health authority.

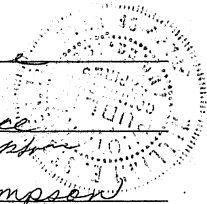
M. The Architectural Control Committee is composed of: Amos A. Pepper, 3837 South 1950 East, Salt Lake City, Utah; William E. Stoker, Jr., 201 East Center Street, Midvale, Utah and Lloyd Jackson, 3838 South 1950 East, Salt Lake City, Utah. A majority of the committee may designate a representative to 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.

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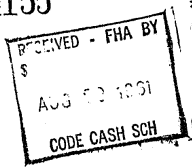
N. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the 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.

Jed E. Higgins  
 Ferner Ann Higgins  
 Frank Ringet  
 Mafun Ringet  
 Lloyd Brown  
 Jeanette Birmingham  
 Sprout, Scott & Westman Inc  
 by Tom Sprout (pres)  
 Vaughn Hansen  
 Joy C. Hansen  
 Evelyn Childers  
 Jerry Childers  
 Ronald C. Erickson  
 Anita E. Erickson  
 Nick J. Nielsen  
 Joan E. Nielsen  
 Robert Nielsen  
 Blonda Baydick  
 Tom Stoker  
 Billy Stoker  
 Delores Mue  
 Doris Mue  
 Mary Sprout  
 Joyce Sprout  
 Anita K. Peterson  
 Dean Peterson  
 Dora W. Levie  
 J. Paul Levie

Douglas C. Laurson  
 Margarett O. Laurson  
 H. B. Ashworth  
 Carl G. Swarth  
 Neil W. Hebertson  
 Barbara D. Hebertson  
 James W. Beakes  
 Elsie Beakes  
 Eva B. Swanson  
 Harry N. Swanson  
 Ralph Salome Tiffany  
 Laura J. Tiffany  
 Brent A. Lewis  
 Agnes Lewis  
 Samuel N. Rasmussen  
 Chas. D. Rasmussen  
 Beth Prince  
 Chas. E. Prince  
 Henry D. Thompson  
 Dorothy Thompson  
 MIDWEST REALTY  
 By A. G. Cook  
 Floyd Jackson son  
 by Floyd Jackson  
 W. B. Stoker Jr.  
 Cathie M. Stoker



x May A. Sirstins  
 x Bertha M. Sirstins



STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On and before the 3rd day of September, 1961, personally appeared  
before me

Jack E. Higgins, Jerree Ann Higgins, G. Frank Winget, Maxine Winget,  
Lloyd Brown, Jeanette Burningham, Sproul Realty and Investment by L.M.  
Sproul, President, Vaughn Hansen, Joy C. Hanse, Evelyn Childers, Jerry  
Childers, Ronald C. Erikson, Anita E. Erikson, Dick N. Nielson, Gwen A.  
Nielson, Harold Bowden, Blenda Bowden, S. Wm. Stoker, Betty Stoker,  
Delmar Nye, Doris Nye, Murry Sproul, Faye Sproul, Daniel R. Peterson,  
Ilean Peterson, Dora W. Levie, J. Paul Levie, Douglas O. Laursen,  
Margaret J. Laursen, B. L. Ashworth, Pearl Ashworth, Veri K. Hebertson,  
Barbara D. Hebertson, Elsie Banks, James W. Banks, Jr., Hary N. Swanson,  
Eva B. Swanson, Ralph Blain Tiffany, Laura I. Tiffany, Bert A. Ivie, Agnes  
Ivie, Samuel N. Rasmussen, Bly D. Rasmussen, Chares E. Prince, Beth  
Prince, Henry G. Thompson, Dorothy Thompson, Midwest Realty by A. D  
Coats, Lloyd Jackson & Son by Lloyd Jackson, most of

the signers of the above instrument, who duly acknowledged to me that they  
executed the same.

*Wm. B. Stoker, Jr.*  
Notary Public  
Residing at Salt Lake City, Utah



My Commission Expires:

*Aug 22 - 1964*

Carma C Heitman

Ralph E Heitman

CHILE )  
: SS  
CHUQUICAMATA )

On the 17 day of March, 1961, personally  
appeared before me, Ralph E. Heitman and Carma C. Heitman, husband & wife,  
two of the  
the signer(s) of the above instrument, who duly acknowledged to me  
that he (they) executed the same.

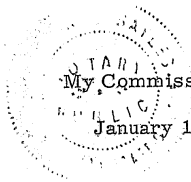
J. Gallen  
Title: Asst. Manager  
Chile Exploration Co.

(no seal)

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On the 13th day of September, 1961, personally appeared before me Wm. E. Stoker, Jr., Esther M. Stoker, Max A. Sirstines and Bertha M. Sirstines, some of the signers of the above instrument, who duly acknowledged to me that they executed the same.

*Walter J. Bayles*  
Notary Public  
Residing in Salt Lake City, Utah



My Commission Expires:  
January 16, 1963