

1936631

Recorded **AUG 1 1993** 1:57P
Report of **BACKMAN** **BACKMAN & CRAIG**
For Salt Lake County, Utah
Backman Backman & Craig
4000 1/2 S. 100 E. Salt Lake City, Utah
Ref.

Book 2081 Page 260

PROPERTY COVENANTS

TO WHOM IT MAY CONCERN:

We, the owners of the following described property: All of Lots 22 to 41 inclusive, BEN RANCHO ACRES NO. 3, County of Salt Lake, State of Utah, of said property, do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

DOCUMENT NOT LEGIBLE
SALT LAKE COUNTY RECORDER

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until July 29, 1993, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owner 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 affect any of the other provisions which shall remain in full force and effect.
4. All above described lots in the tract shall be known and described as single residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one dwelling not to exceed two stories in height, private garage, with exception of lots 22 thru 41 inclusive on which the erection of approved horse barns, of not more than three stanchions, will be allowed.
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 said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of C. E. Ludlow and W. Paul Mertlich, 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 said committee, the remaining member shall have full 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 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 July 29, 1993. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective 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 previous exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than 25 feet to the front lot line, or nearer than 8 feet to any side lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections and on corner lots, street side yard to be 20 feet setback. Any other building (garage, carport or horse barn) constructed on the said building lot, detached or attached, shall comply with the applicable zoning ordinances of Salt Lake County. No lot shall have less than 60 ft. frontages.

7. All fences and out buildings, barns etc. must be approved in writing, as to nature, location, design etc. by committee above mentioned as in paragraph #5. On any lots, all barns, building, etc., must have a setback of 100 ft. from any dwelling and at least 10 ft. from bridal path, or 10 feet from the rear of any lot.

8. An owner of any lot in this subdivision before commencing the construction of any building meant to house pets or any other animals must first secure the approval of the committee as set forth in paragraph #5 above.

9. 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 an annoyance or nuisance to the neighborhood.

10. No trailer, or unsightly autos or equipment, basement, tent, shack, garage,

2081 lot 280

town, or other outbuilding erected in the same 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.

11. The ground floor area of any dwelling permitted on any of the above described lots shall not be less than 950 square feet, exclusive of one story open porches and garages, and cost, as of date, of no less than \$11,000 for residence building only.

12. On above named lots basement for utility installation and maintenance and irrigation ditch shall and must be maintained as specified on recorded plat.

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

14. No one lot, on which horses are allowed, shall provide for more than 3 (Three) horses or animals at any one time.

15. No horses, beef or larger animals allowed on lots 42-43-44-45-46-47-48.

16. All parties in the subdivision will maintain their irrigation ditches so that all may benefit from their irrigation rights, for watering their portions of land.

17. All corrals and barns must meet County and State Board of Health requirements, at all times.

18. No hogs or swine, goats-fur bearing animals will be allowed on any lot, and no more than 30 fowl to each lot. Location of coops to be 100 feet from any dwelling.

19. The road along east side of Utah and Salt Lake Canal at west end of lots 22, 23, 24, 25, 26 & 29, shall be used as a bridal path for residences of subdivision.

20. No bailed or stacked hay or feed will be allowed within 100 feet of any home.

HYLAND REALTY, INC.

M. Paul Mertlich
M. PAUL MERTLICH, PRES.

STATE OF UTAH }
COUNTY OF SALT LAKE } ss
,

On 29th day of July, 1963 personally appeared before me -----
M. Paul Mertlich, who being by me duly sworn did say that he the said M. Paul
Mertlich is the President of HYLAND REALTY, INC., a Utah Corporation and that the
within and foregoing instrument was signed in behalf of said corporation by authority
of a resolution of its Board of Directors and said M. Paul Mertlich duly acknowledged to
me to be said corporation executed the same. *Harlan W. Clark* ----- -----

HYLAND REALTY July 12, 1967 My residence is Salt Lake City, Utah