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OCT 14 1965

Recorded at Request of L.H. Coombs Real Estate
at 4:25 P.M. Fee Paid \$ 4.00 HAZEL TAGGART CHASE Recorder Salt Lake County, Utah

BOOK 2387 PAGE 612

Geo. Fuchsman to 2255 S. Valley St. Salt Lake 84109
PROTECTIVE COVENANTS

WHEREAS, HUNTINGTON PARKS, INC. a UTAH CORPORATION, IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SALT LAKE COUNTY, STATE OF UTAH:

HUNTINGTON PARKS SUBDIVISION PLAT NO. 1, A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND

WHEREAS, THE SAID OWNER IS DESIROUS OF CREATING CERTAIN BUILDING RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND UPON THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF RESTRICTING AND GOVERNING THE USE OF LOTS, PLOTS, OR OTHER PARTS OR PORTIONS OF THE REAL PROPERTY HEREINAFTER DESCRIBED.

NOW, THEREFORE, THE SAID OWNER, HUNTINGTON PARKS, INC. HEREBY DECLARES AND AGREES THAT THE FOLLOWING RESTRICTIONS ARE HEREBY CREATED AND DECLARED TO BE COVENANTS RUNNING WITH THE TITLE AND LAND, AND EACH AND EVERY PART THEREOF, AND THAT ALL WHO PURCHASE SAID PROPERTY OR ANY PART THEREOF, IN CONSIDERATION OF SUCH PURCHASE AND USE THEREOF, SHALL RECEIVE TITLE TO THE SAME, SUBJECT TO THE FOLLOWING RESERVATIONS, RESTRICTIONS AND COVENANTS:

1. LAND USE AND BUILDING TYPE. 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 building for not more than one family, not to exceed two stories in height and a private garage for not more than four cars.

2. DWELLING SIZE. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,100 square feet for a one story dwelling with an attached two car garage, nor less than 1,000 square feet per floor for a dwelling of more than one story with an attached two car garage, or not less than 1,200 square feet for a one story dwelling without an attached two car garage nor less than 1,100 square feet per floor for a dwelling of more than one story without an attached two car garage.

3. BUILDING LOCATION. No building shall be located on any lot nearer than 40 feet from the front lot line, nor farther back than 150 feet, or nearer than 20 feet to any side street or side yard line, except that a two-foot side yard shall be required for a detached garage located 25 feet or more from the rear of the pertinent dwelling. Out buildings shall be permitted to shelter domestic animals for private, but not commercial use, provided the plans for said shelters must be approved in writing by the Architectural Control Committee as hereinafter provided prior to construction thereof.

Any out buildings constructed for the shelter of domestic animals shall not be located on any lot nearer than 140 feet to the front lot line, nor less than 100 feet from the nearest dwelling, nor more than two stories high, without the written consent of the Architectural Control Committee as hereinafter provided.

4. EASEMENTS. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, DITCHES, AND BRIDLE PATHS AS SHOWN ON THE RECORDED PLAT ARE TO BE RESERVED AND NO FENCES OR OTHER CONSTRUCTIONS SHALL BE ALLOWED BY LOT OWNERS WHICH ENCROACH UPON SAID BRIDLE PATHS, UTILITY AND DRAINAGE FACILITIES AND DITCHES.

5. NUISANCES. No noxious or offensive activities 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. There shall be permitted no storage of junk or inoperative vehicles on said lots nor trash or rubbish nor excessive weeds of any kind shall be allowed to accumulate thereon and building materials shall be stored for only a reasonable time necessary for the erection of improvements.

6. TEMPORARY STRUCTURES. No structures of a temporary character, easement, trailer, tent, shack, garage or other out buildings shall be used on any lot at any time as a residence or any other use either temporarily or permanently. No structure shall be moved onto any lot in this subdivision or any part thereof.

7. ANIMALS. DOGS, CATS, HORSES AND OTHER DOMESTIC ANIMALS MAY BE KEPT AND MAINTAINED FOR PRIVATE, BUT NOT FOR COMMERCIAL PURPOSES. THE KEEPING OF PIGS SHALL BE PROHIBITED.

8. SALE OF PART OF A LOT. NO TRACT OF LAND IN SAID SUBDIVISION, OF A SIZE LESS THAN ONE ACRE IN AREA WITH A MINIMUM OF 100 FEET OF DEPTH OR WIDTH SHALL BE USED OR SOLD AS A RESIDENTIAL LOT WITHOUT THE CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE OR ITS PROPERLY DESIGNATED REPRESENTATIVES.

9. ARCHITECTURAL CONTROL COMMITTEE. NO BUILDING SHALL BE ERECTED AND PLACED OR LOCATED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND THE PLANS 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 STRUCTURE, AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISHED GRADE ELEVATIONS. NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNLESS SIMILARLY APPROVED. APPROVAL SHALL BE AS PROVIDED IN THESE PROTECTIVE COVENANTS.

10. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF LYNN H. COOMBS, ONE MEMBER TO BE NAMED BY THE WEST JORDAN PLANNING AND ZONING COMMISSION AND ONE OWNER OF PROPERTY IN THE SUBDIVISION OR CONTIGUOUS THEREWITH WHO SHALL BE NAMED BY THE PERSONS NEXT ABOVE NAMED. 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. THE WEST JORDAN PLANNING AND ZONING COMMISSION SHALL HAVE THE POWER AND RIGHT TO PERFORM ALL FUNCTIONS RESERVED BY THE ARCHITECTURAL CONTROL COMMITTEE IN THE EVENT OF SAID COMMITTEE'S DISSOLUTION OR VOLUNTARY REFUSAL TO ASSUME THE RESPONSIBILITIES IN THIS DOCUMENT SET FORTH.

11. PROCEDURE. THE COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVES FAIL TO APPROVE IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL SHALL NOT BE REQUIRED, AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

12. GENERAL PROVISIONS - TERMS. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TEN (10) YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR A SUCCESSIVE PERIOD OF TEN (10) YEARS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

(A) PERSONS BOUND BY THESE RESTRICTIONS. THAT THE COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND ALL PERSONS AND CORPORATIONS WHO NOW OWN OR SHALL HEREAFTER ACQUIRE ANY INTEREST IN ANY OF THE LAND HEREINABOVE DESCRIBED SHALL BE TAKEN AND HELD TO AGREE AND COVENANT WITH THE PRESENT AND FUTURE OWNERS OF SAID LAND AND WITH HIS OR THEIR SUCCESSORS AND ASSIGNS, TO CONFORM TO AND OBSERVE THESE COVENANTS, RESTRICTIONS AND STIPULATIONS AS TO THE USE THEREOF AND CONSTRUCTION OF RESIDENCES AND IMPROVEMENTS THEREON.

(B) ENFORCEMENT. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN A VIOLATION OR TO RECOVER DAMAGES. THE PARTY OR PARTIES VIOLATING THESE COVENANTS SHALL PAY THE COST OF ENFORCING THE SAME, INCLUDING A REASONABLE ATTORNEY'S FEE.

(C) SEVERABILITY. 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.

DATED THIS 30 DAY OF SEPTEMBER, 1965

HUNTINGTON PARKS, INC.

By Lynn H. Coombs
PRESIDENT

STATE OF UTAH : : :
 : : : : : :
COUNTY OF SALT LAKE : : :

ON THE 30 DAY OF SEPTEMBER, 1965, PERSONALLY APPEARED BEFORE ME LYNN H. COOMBS, WHO BEING BY ME DULY SWORN DID SAY THAT HE, THE SAID LYNN H. COOMBS IS THE PRESIDENT OF HUNTINGTON PARKS, 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 LYNN H. COOMBS DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

Marie L. George
NOTARY PUBLIC
RESIDING AT SALT LAKE CITY, UTAH

MY COMMISSION EXPIRES:

