

NOV 29 1966

WHEN RECORDED, RETURN TO:

MR. M. PAUL MERTLICH

2115 Creek Road, Sandy, Utah 84070

HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah

BOOK 2512 PAGE 188

Recorded at Request of

PROTECTIVE COVENANTS

400

Dep. Date

*Sylvan Jones*

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To Whom It May Concern:

We, the owners of the following described property:  
All of Lots 19 to 44 inclusive, WILLOW STREAM ESTATES #2 Subdivision,  
County of Salt Lake, State of Utah

in consideration of the premises and as part of the general plan for improvement  
of said property, do hereby declare the property hereinabove described subject  
to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on  
all persons claiming under them from date hereof until Dec. 1, 1981, at w hich  
time said covenants shall be automatically extended for successive periods of  
ten years unless by vote of a majority of the then owners 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 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 judgment 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 and private garages.

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 the said property, and as to location of the building with respect to topo-  
graphy and finished ground elevation by a committee composed of M. Paul Mertlich  
and Rex Jackson, Eldon V. Carter and M. Paul Mertlich Jr., 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 cease on or after Dec. 2, 1981. 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 30 feet to the front lot line, or nearer than 8 feet to any lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections.

7. 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.

8. No trailer, basement, tent, shack garage, barn 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.

9. The ground floor area of any dwelling permitted on any of the above described lots shall be approved by committee as in paragraph 5.

10. Easements over the rear of the above named lots for irrigation ditches, utility installation and maintenance, as specified on recorded plat, or as presently existing.


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

DIAL BUILDERS, INC.

  
M. Paul Mertlich, Pres.

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On the 29th day of November, 1966, personally appeared before me  
M. PAUL MERTLICH, who being by me duly sworn, did say that he is the President  
of DIAL BUILDERS, INC., and that the foregoing instrument was signed in behalf  
of said corporation by authority of a resolution of its Board of Directors, and  
said M. PAUL MERTLICH acknowledged to me that said corporation executed the  
same.

  
Notary Public



Commission Expires: May 27, 1967

Residing at Salt Lake City, Utah.

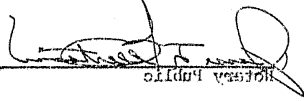
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STATE OF UTAH )  
) as  
) COUNTY OF SALT LAKE )

On the 20th day of November, 1986, personally appeared before me  
M. PAUL MERTLICH, who being by me duly sworn, did say that he is the President  
of DIAL BUILDERS, INC., and that the foregoing instrument was signed in behalf  
of said corporation by authority of a resolution of its Board of Directors, and  
said M. PAUL MERTLICH acknowledged to me that said corporation executed the

same.

  
M. Paul Mertlich  
Notary Public

Residing at Salt Lake City, Utah.

Commission Expires: May 27, 1987



Notary Public  
Grantor  
Grantee  
Witness