

McClie Land Title Company
AUG 9 - 1967 at 11:34 A.M. Request of
FEE PAID HAZEL JAGGART CHASE RECORDER, SALT LAKE COUNTY, UTAH
\$3.00 BY *[Signature]* Deputy Ret

2210384

PROTECTIVE COVENANTS AND RESTRICTIONS

OF

LAKEWOOD SUBDIVISION NO. 6

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SHAW, INC., a corporation of Utah have heretofore caused to be surveyed, platted and subdivided into lots and streets the following described real property located in Salt Lake County, State of Utah, to wit:

BEGINNING at the Southeast corner of Lot 318, Lakewood no. 3 Subdivision, said point being South 834.88 feet and West 900.32 feet from the Northeast Corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 65.25 feet; thence 278.45 feet to the West Right of Way line of the Jordan and Salt Lake City Canal; thence South 26 degrees 30 minutes West 203.53 feet along said West line, thence West 197.12 feet; thence South 65 degrees 02 minutes 40 seconds West 84.14 feet to a point on a curve to the right the radius point of which is South 64 degrees 12 minutes 40 seconds West 275.00 feet; thence Southeasterly 123.78 feet along the arc of said curve, thence South 37.87 feet to a point of a 150 foot radius curve to the left, thence southerly and Easterly 23.58 feet along the arc of said curve to a point on the North line of 5600 South Street, thence South 89 degrees 56 minutes 25 seconds West 496.02 feet along said North line of Street; thence North 0 degrees 03 minutes 35 seconds West 278.38 West feet; thence West 95.88 feet; thence North 177.53 feet to the Southeast corner of Lot 329, Lakewood No. 3 Subdivision; thence East 635.54 feet to the point of beginning. To be known as LAKEWOOD NO. 6 SUBDIVISION.

That the Subdivision so platted is designated and known as "LAKEWOOD SUBDIVISION NO 6"; that the plat thereof was accepted by the Board of Commissioners of Salt Lake County on 7th day of August, 1967, and has been recorded in the Office of the County Recorder of Salt Lake County, Utah on the 8th day of August, 1967.

That the undersigned SHAW, INC. is the owner of all of the land located in said subdivision except the portion thereof dedicated as public streets.

NOW, THEREFOR, all of the lots shown on the plat of LAKEWOOD SUBDIVISION NO 6, are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons or corporations who hereafter own or have an interest in any lot in said sub-division shall take and hold the same subject to the agreement and covenants with the other owners, their heirs, successors and assigns, to conform, to and observe the same for a period of twenty-five (25) years from the 1st day of August, 1967 provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this subdivision may release all of the lands hereby restricted from any and all said restrictions and covenants

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at the end of the first twenty-five (25) year period, or of any successive twenty-five (25) year period, by executing an appropriate agreement in writing for such purpose and filing it, for record, in the Office of the County Recorder of Salt Lake County, Utah, at least five (5) years prior to the expiration of any twenty-five (25) year period.

USE OF LAND:

All of the lots shall be used for only private single family dwellings of not to exceed two (2) stories in height and a private garage for not more than three (3) cars. No flat or apartment house shall be erected thereon. No animals or fowl shall be housed, maintained or kept on any of the lots, except household pets. Horses may be maintained on any lots with area of 1 acre or more.

SET BACK OF IMPROVEMENTS AND APPURTENANCES:

No building shall be erected on any of said lots nearer than twenty (20) feet to the front line, nor nearer than eight (8) feet to any side line. The side line restrictions shall not apply to a garage located on the rear one-quarter of any lot, except that on corner lots no structure shall be permitted nearer than twenty (20) feet to the side street line.

NO TRADE OR BUSINESS PERMITTED:

No trade or business of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Studio type professional offices shall be permitted providing they are an integral part of the family residence and providing no advertising signs are displayed.

TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon.

PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED:

No building shall be placed or erected on any lot until the design and location have been approved, in writing, by a committee appointed by a majority of the owners of the lots in the subdivision. Each lot shall have one vote. The undersigned hereby agrees to appoint the original committee within thirty (30) days from date. In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after

approval thereof has been requested in writing, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the area.

BUILDINGS PERMITTED:

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand five hundred (1500) square feet, in the case of one story single family dwellings, and not less than one thousand (1000) square feet in the case of one and a half or two story single family structures.

LOT REQUIRED FOR BUILDING:

No lot shall be divided or changed in size or area without the approval of the Subdivision Building Committee but in no event shall changes be made to create more building sites than the number on the original plat filed with the Salt Lake County Recorder, nor shall any residential structure be erected or placed on any building plot which has an area of less than twenty thousand (20,000) square feet or a width of less than one hundred (100) feet at the front of the building set back line.

EASEMENT FOR UTILITIES:

An easement is reserved over the rear five (5) feet of each lot, or as otherwise indicated on recorded Plat, for utility installation and maintenance.

RIGHT TO ENFORCE:

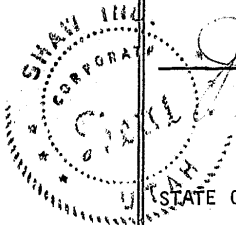
The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any person, persons or corporation, except in respect of breaches committed during its, his, or their seisin of or title to said land, and the owner of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and failure of the undersigned, SHAW, INC., or the owner or owners of any of the lots in subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed a waiver of the right to do so thereafter.

INVALIDATION OF RESTRICTIONS:

The invalidation of any restriction herein contained, by judgement or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said SHAW, INC. has caused these presents to be executed this 19th day of July 1967, by their duly authorized officers with their corporate seal affixed.

SHAW INCORPORATED

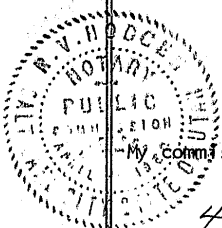


June W. Shaw
Secretary

Manford A. Shaw
President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 19th day of July, 1967, personally appeared before me, MANFORD A. SHAW and JUNE W. SHAW, who being duly sworn did say that they are the President and Secretary, respectively of SHAW, INC., a corporation of Utah, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and MANFORD A. SHAW and JUNE W. SHAW, acknowledge to me that said corporation executed the same.



My commission expires;

R. V. Hodgen
Notary Public

Residing in Salt Lake City, Utah

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