

PROTECTIVE COVENANTS

221346

CHATEAU PARK, PLAT "B"

Chateau Park Plat "B"

Recorded at request of BLACK'S TITLE & ABSTRACT CO. ORDER No. 2711 Fee Paid \$3.00
 Date MAY 10 1961 at 2:15 P.M. EMILY T. ELDRIDGE Deputy Book 208 Page 616
 By *Tracey P. Ryherd*

Abstracted
 Indexed
 Entered
 Compared
 On Margin
 Platted

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height, and a private garage for not more than two cars.
2. No building shall be erected on any lot nearer than 25 feet to the front lot line, nor nearer than 6 feet to any side lot line, and the total width of the two side yards shall not be less than a total of 16 feet. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage or other permitted accessory building located 60 feet or more from the front lot line may be located and shall have a minimum required side yard of not less than 1 foot.
3. No 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.
4. 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.
5. No animals or fowl shall be kept, housed, or permitted to be kept or housed on any lot or lots in said tract except such dogs, cats or birds as are normally considered household pets.
6. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 900 square feet. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 65 feet at the minimum building set back line, or less than a total area of 6500 square feet.
7. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot 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 location with respect to topography and finished grade elevation. The Architectural Control Committee shall be composed of Gary Williamson, Joan Williamson and B. Spencer Young. 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 erection has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.
8. No fence, wall, hedge, or other object of similar design may be constructed on any lot nearer the street line than the front line of the dwelling on said lot, nor any lot to a height greater than six feet.
9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from the date hereof for a period of 30 years after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part.

10. This instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants either to restrain him or them from so doing, nor to recover damages thereof.

11. Invalidation of any 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.

Executed this 9th day of May, A. D., 1961.

ATTEST:

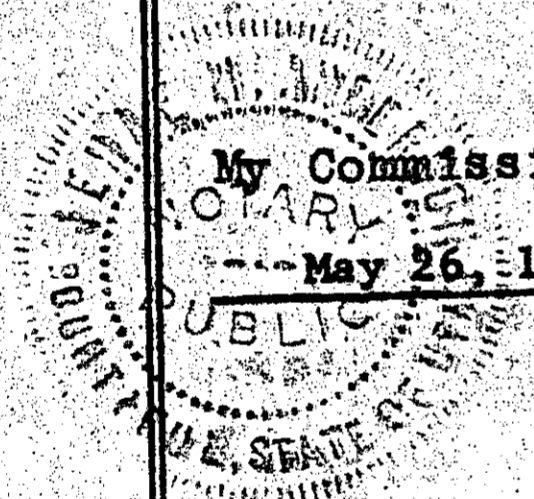
Glenn J. Williamson
Secretary

SALT LAKE BUILDERS, INC.

By: Glenn J. Williamson
President

STATE OF UTAH |
COUNTY OF DAVIS | SS.

On the 9th day of May, A. D., 1961, personally appeared before me Glenn J. Williamson and Gary C. Williamson, who being duly sworn did say that they are President and Secretary, respectively, of the Salt Lake Builders, Inc., a Utah Corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Glenn J. Williamson and Gary C. Williamson acknowledged to me that said corporation executed the same.



My Commission Expires:
May 26, 1963

Jenna M. Anderson
Notary Public
Residing at: Centerville, Utah