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BOOK 2653 PAGE 300

ORDER NUMBER

126800

Return: Wasatch Realty
357 E. 33rd S.

Salt Lake City, Utah P R O T E C T I V E C O V E N A N T S

Recorded APR 29 1968 at 2:06 PM
Request of SECURITY TITLE COMPANY
Fee Paid, HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 4.00 By Deput
Book Page Ref

On the 14th day of July, 1967, the undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

Lots 1 to 8, inclusive, OAKCLIFF PARK NO. 9 SUBDIVISION, according to the Official Plat thereof, as recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and protective covenants affecting said property.

A-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 detached single-family dwelling not to exceed two stories in height and a private garage or carport for not more than four cars.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a 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 as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be in part B.

A-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$24,000.00, including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 1100 square feet for a dwelling of more than one story.

A-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a 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-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

A-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements.

A-7. NUISANCES. No noxious or offensive 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.

A-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot and one sign of not more than three square feet advertising the property for sale or rent. Signs used by a builder, or Realty Company, to advertise the property during the construction and sales period may be of any size.

A-10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

A-11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

B-1. MEMBERSHIP. The Architectural Control Committee is composed of Arlen Fox, Wilford Hansen, and William C. Hafeman, Salt Lake City, Utah. 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

B-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. 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 construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C-1. TERM. 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 thirty years from the date these covenants are recorded, 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, agreeing to change said covenants in whole or in part.

C-2. 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 violation or to recover damages.

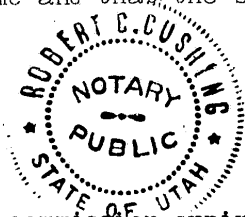
C-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WESTERN HOME BUILDERS, INC., a Utah Corporation

Att: Wilford Hansen Secretary
By: Arlen Fox Arlen Fox, President
William C. Hafeman
William C. Hafeman, an individual

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 29th day of April 19 68, A.D. personally appeared before me ARLEN FOX and WILFORD HANSEN, who being by me duly sworn did say, each for himself, that he, the said ARLEN FOX is the president and WILFORD HANSEN is the secretary of WESTERN HOME BUILDERS, 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 ARLEN FOX and WILFORD HANSEN each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

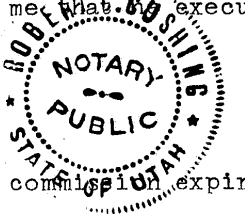


Robert C. Cushing
Notary Public

My commission expires June 17, 1971 My residence is S.L.C.

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 29th day of April 19 68, A.D. personally appeared before me WILLIAM C. HAFEMAN who duly acknowledged to me that he executed the foregoing instrument.



Robert C. Cushing
Notary Public

My commission expires June 17, 1971 My residence is S.L.C.