

2247325

DECLARATION OF PROTECTIVE COVENANTS

AND RESTRICTIONS FOR HONEYWOOD HILLS NO. 1 - LOTS 1 THROUGH 10, INCLUSIVE

KNOW ALL MEN BY THESE PRESENTS:

JOHN MAYNARD KITT and MABLE SHIELDS KITT, his wife and MONSON & COMPANY, INC., the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

All of Lots 1 through 10, inclusive, HONEYWOOD HILLS NO. 1, according to the official plat thereof recorded in Book FF of Plats at 59, records of Salt Lake County, Utah.

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

1. Each and every lot shall be known as a "residential lot" and no structure or structures shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single family dwelling, together with a private garage and/or carport for not more than two automobiles, all to be of new materials, except for used brick which has been accepted by the Architectural Control Committee. No residential structure is to exceed one and one-half stories in height.

2. 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 or 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. The Architectural Control Committee is to be composed of JOHN MAYNARD KITT and MABLE SHIELDS KITT, his wife and JESS MONSON. 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 member or members shall have full authority to designate a successor. Neither the members of the Committee or 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 their powers and duties. 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 thirty (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.

3. No structure shall be erected within these lots which does not conform with the general standards of the subdivision. Basement dwellings, garage dwellings, trailer houses, tents, outhouses, outbuildings, shacks, etc., shall be prohibited. No structure of a temporary nature shall be used as a dwelling, either temporarily or permanently, and boats, trailers or campers may be stored upon said premises, but cannot be used as the home or part of the home at any time. Said boats, trailers or campers shall not exceed twenty (20) feet in length, and shall be stored in the side or rear yard only.

4. All fencing shall be approved by the Architectural Control Committee.

5. All builders and/or property owners shall be responsible for damage done by them to property and/or improvements that abut their lots and no structure shall be erected to interfere with any easements or rights-of-way.

6. No building, structure, fence, planting, grading or other thing shall be erected or placed which impedes the natural flow of drainage water or flood control water over this property.

7. No house, garage or other building of move-on type shall be constructed on any lot, unless previously approved by the Architectural Control Committee.

8. No outbuildings, such as garages and/or storage sheds shall be constructed on any lot unless said buildings conform with surrounding structures in materials used, and no outbuilding shall have a height greater than twelve (12) feet.

9. No pole or light standard shall be erected on any lot over twelve (12) feet in height.

10. All buildings and structures shall be basically of brick construction, with no radical departure from the generally accepted materials, and each plan must be approved by the Architectural Control Committee, and so endorsed prior to the time construction commences, as provided in Condition No. 2 above.

11. All structures must be completed within six months from commencement of construction.

12. Each dwelling to be constructed on one or more lots shall contain a minimum ground floor living area of not less than 1200 square feet, exclusive of porches, attached garages or carports, and in no case shall such dwelling and lot have an appraised value of less than \$19,500.00, based on valuations as of the date these covenants are recorded.

13. No obnoxious or offensive trade or activity or illegal practice of any kind shall be carried on upon any residential lot or any part thereof or in any building or structure or any part thereof, nor shall any activity be carried on which is or may become an annoyance or nuisance to the occupants of the adjoining or remaining residential lots in said addition. No livestock or fowl or any other animal or animals shall be kept on any residential lot within this subdivision, provided, however, that household pets may be allowed if they are not vicious, obnoxious in nature or excessive numbers, and are not kept for commercial purposes.

14. No signs, billboards or advertising structure of any kind shall be erected or displayed on any residential lot or lots other than a single sign not more than two by two and one-half (2 x 2½) feet in size advertising a specific lot or house for sale or rent, and said sign shall be placed only on the house or lot being so advertised; provided, however, that advertising signs by builders and materialment will be allowed during periods of construction.

15. No trash, refuse, ashes or other rubbish may be dumped or thrown on any residential lot or portion thereof.

16. Easements and rights-of-way of at least ten (10) feet are reserved as shown on the recorded plat and on the rear of each lot for utility installation and maintenance and for drainage or other purposes that may be necessary for the promotion of the health, safety and general welfare of the inhabitants of the subdivision.

17. 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, and/or as required by Salt Lake County Ordinances. 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.

18. No building shall be located nearer than 1 foot to an interior lot line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line.

19. 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.

20. With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 20 feet to any street line, where the natural elevation of the lot along the established minimum building setback line is more than either eight feet above or four feet below the established roadway level along the abutting street and where in the opinion of said Committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 20 feet to any street line.

21. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet.

22. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

23. 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.

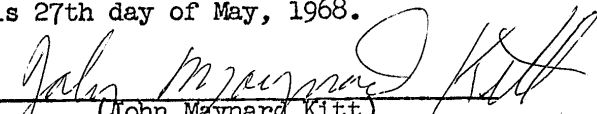

24. All covenants, conditions and restrictions set forth herein shall remain with the land and be binding on all parties and persons claiming any interest in any of the land herein described or any part thereof.

25. The covenants, conditions, and restrictions contained herein shall be in effect for a period of forty (40) years from the date hereof, at which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, provided that the end of such forty (40) year period or any such ten (10) year period the then owners of said residential lots may, by majority vote, amend, modify or nullify said covenants, conditions and restrictions in whole or in part.

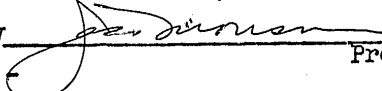
26. Any violations of the covenants, conditions and restrictions contained herein may be enjoined in a Court of Law or Equity by the Committee or by any of the owners of said residential lots, and any person violating said covenants, conditions and restrictions shall be liable for damages to the remaining owners.

27. In the event any clause, sentence, paragraph or part of this agreement shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall be confined in its operation to the clause, sentence, paragraph, or part thereof specifically held to be invalid.

Dated at Salt Lake City, Utah this 27th day of May, 1968.


 (John Maynard Kitt)

 (Mable Shields Kitt)

MONSON & COMPANY, INC.

By 
 President

STATE OF UTAH }
County of Salt Lake } ss.

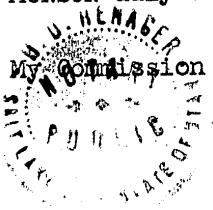
On the 27th day of May, 1968, personally appeared before me JOHN MAYNARD KITT and MABLE SHIELDS KITT, his wife, two of the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



U. Henager
Notary Public, Residing
at Salt Lake City, Utah

STATE OF UTAH }
County of Salt Lake } ss.

On the 27th day of May, 1968, personally appeared before me JESS MONSON, who being by me duly sworn dis say that he, the said JESS MONSON is the President of MONSON & COMPANY, INC., 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 JESS MONSON duly acknowledged to me that said corporation executed the same.



U. Henager
Notary Public, Residing
at Salt Lake City, Utah