

2274983

Recorded JAN 28 1969, 10:43 A.M.
 Request of SECURITY TITLE CO.
 Fee Paid MABEL TAGGART CHASE
 Recorder, Salt Lake County, Utah
 \$ 400.00 by *Don Almond* Deputy
 Ref.

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in the Salt Lake County, Utah, to-wit:

All lots in CARMEL PARK NO. 4 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 covenants covering said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants.

A. 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 or carport for not more than 3 cars, and other structures as provided.

B. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall there be any changes made to the exterior by the way of alteration, addition, repairing, remodeling, or adding, unless prior to the commencement of any construction, excavation or other work, two complete plans and specifications, thereof, including front, side and rear elevations and floor plans for each floor basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered structure on the lot with reference to the street and side line thereof, shall have been first submitted in writing for approval, and approved in writing by a committee, which committee is provided for in paragraph "F".

C. In the event the proposed improvement be only for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall be necessary to file in duplicate the color scheme of such proposed work and have the same approved in writing prior to the commencement of such work.

D. The committee shall endorse the plans and specifications, etc., on all work performed, whether for decoration or alteration, and shall retain one set in a file for a permanent record.

E. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during the construction or until made to comply with all requirements of this declaration.

F. The Building and Architectural Committee shall be composed of Erwin E. Bohen and Evelyn M. Bohen, and Jerrald K. Boone, all of Salt Lake City, Utah, 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 members shall have full authority to approve or disapprove of 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 or location within thirty days after said plans

and specifications have been submitted to it, or in the 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. 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. It is the intent of these covenants to define the name "Committee" wherever it appears in the covenants to mean "Building and Architectural Committee" referred to in this paragraph.

G. No building shall be located on any residential plot nearer than 25 feet to the front lot line, nor nearer than 19 feet to any side street line. No building except a detached garage or other outbuilding located 55 feet or more from the front lot line shall be located nearer than 8 feet to any side lot line.

H. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than 60 feet at the front building setback line, except that a residential structure can be built on each lot as platted on the recorded plat, provided that front and sideyard requirements are complied with.

I. No noxious or offensive trade or activity shall be carried on or upon any residential lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

J. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence. Nor shall any house be moved upon any lot or any part of a lot in this section unless permission be given by a Committee mentioned above in paragraph "F".

K. No dwelling, outbuilding, or garage on any lot shall be painted any color other than the original color of the residence located thereon or any normal color in harmony with other dwellings within the subdivision, unless and until written approval shall have been secured from the Committee.

L. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game, birds, game fowl, or poultry, (except as in paragraph "M" permitted) shall be kept or maintained on any part of said property.

M. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The committee shall have the right to determine what is reasonable number of such animals. In no event shall any rooster, or any other noise fowl, be kept for any purpose on any lot. All permitted pets are to be restrained on the owner's premises.

N. No dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of open porches porches and garages, which shall be less than 900 square feet.

O. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot. Within these easements, no structure, planting or other material 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, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

P. No sign, billboards, or advertising structures may be erected or displayed on any of the lots except CARMEL PARK NO. 4 SUBDIVISION project signs, and except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot or house for sale, or for rent, may be displayed on the premises affected, nor shall any trash, ashes, or any other refuse be thrown or dumped on any lot or any part thereof.

Q. No wall, hedge, or fence shall extend beyond the dwelling setback line to any street.

R. 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 forty years from the date of recording of these covenants, 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.

S. 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.

T. SEVERABILITY. 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.

SECURITY TITLE COMPANY, TRUSTEE
by Gordon H. Dick
Gordon H. Dick, Vice-President

by L. R. Wright
L. R. Wright, Secretary

BOHEN CONSTRUCTION CO., INC.
by Erwin E. Bohen
Erwin E. Bohen, President

STATE OF UTAH) ss
COUNTY OF SALT LAKE)

On the 28th day of January, 1969, personally appeared before me Erwin E. Bohen, who being by me duly sworn did say that he, the said Erwin E. Bohen is the President of Bohen Construction Co. Inc., and that the within and foregoing instrument was signed in behalf of said corporation and a resolution of its board of directors, and said Erwin E. Bohen, duly acknowledged to me that said corporation executed the same.

My commission expires: 10-22-72
Residing at: Salt Lake City, Utah

Kent Jones
Notary Public

STATE OF UTAH) ss
COUNTY OF SALT LAKE)

On the 28th day of January, 1969, personally appeared before me Gordon H. Dick and L. R. Wright who being by me duly sworn did say, each for himself, that he, the said Gordon H. Dick is the Vice-President, and she, the said L. R. Wright is the Secretary of Security Title Company, Trustee, 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 Gordon H. Dick and L. R. Wright each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires: 10-22-72
Residing at: Salt Lake City, Utah

Kent Jones
Notary Public

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Growth
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