

Recorded at Request of

at 425 Fee Paid \$ 5.00 HAZEL TAGGART CHASE Recorder Salt Lake County, UtahBy Joe F. Thomas Dep. Date14,000 South 3600 West St.
Provo, Utah 84065

PROTECTIVE COVENANT

We, the undersigned T. DEAN THOMAS and SHIRLEY O. THOMAS, fee owners of the real property now duly platted as MAJESTIC HEIGHTS SUBDIVISION, and all the property pertaining thereto, as said plat is now recorded in Book GG Page 47 as Entry No. 2283128 of the official records in and for Salt Lake County, State of Utah, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

I

LAND AND BUILDING TYPE USE. 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 for not more than 4 cars, except that a duplex, triplex, fourplex, or sixplex may be constructed if the plans and specifications are granted prior approval by the Architectural Control Committee designated in paragraph XII of this agreement.

II

DWELLING COSTS, QUALITY AND SIZE. All dwellings constructed on any lot shall cost not less than \$15,000.00 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 not be less than 1025 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story.

III

BUILDING LOCATION. 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. No building shall be located nearer than 8 feet to an interior lot line, except that a 2 feet side yard shall be required for a detached garage located 45 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, coves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building of a lot to encroach upon another lot.

IV

OUTBUILDINGS AND ANIMALS. Outbuilding to be permitted for private use to shelter domestic animals for private use, but not commercial, approved by Committee. No pigs, mink or goats shall be kept on any lot.

V

EASEMENT. Easement for installation and all maintenance of utilities and drainage facilities and ditches, as shown on the recorded plat are to be reserved.

VI

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

VII

TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described, or any part thereof, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

VIII

PREBUILT STRUCTURES. No structures shall be moved onto any residential lots hereinbefore described without a special written permit from the above mentioned Committee, which may be granted only if it can be shown that the dwelling when placed on the lot will comply with any and all building restrictions herein provided, and is approved by the Committee hereinafter named.

IX

WATER SUPPLY. All dwellings will be served by a public water system. All lots will be furnished with irrigation water, which water shall be under the exclusive control of each lot owner, and said lot owners shall be responsible for the control of said irrigation water as to damage to the subdivision or any other lot or dwelling contained in said subdivision.

X

SEWAGE DISPOSAL. Until such time as a sanitary system shall have been constructed to serve this subdivision, a sewage system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The affluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this State and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

XI

ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any of said lots 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 unless similarly approved. Approval shall be as provided in these protective covenants. The Architectural Control Committee shall retain a copy of the plans and specifications of a proposed structure until said structure has been completed so as to ascertain that the structure is in compliance with the approved plans and specifications.

XII

ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of T. Dean Thomas, Shirley O. Thomas and James F. Long, and a member designated by the Town Board of South Jordan. 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 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.

XIII

GENERAL PROVISIONS, TERMS. 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

XIV

ENFORCEMENT. Enforcement shall be 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.

XV

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order in no way affects any of the other provisions which shall remain in full force and effect.

DATED this 15th day of April, 1969.

T. Dean Thomas
T. DEAN THOMAS

Shirley O. Thomas
SHIRLEY O. THOMAS

James F. Long
JAMES R. LONG

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 15 day of April, 1969, personally appeared before me T. DEAN THOMAS and SHIRLEY O. THOMAS, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Nolan J. Olsen
NOTARY PUBLIC

My commission expires:

August 8, 1970

Residing at:

Midvale, Utah


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STATE OF UTAH)
: ss.
County of Salt Lake)

On the 15th day of April, 1969, personally appeared before me
JAMES F. LONG, one of the signers of the within instrument, who duly acknowledged to me that he executed the same.


NOTARY PUBLIC
STATE OF UTAH
APR 15 1969
JAMES F. LONG
NOTARY PUBLIC
STATE OF UTAH
APR 15 1969
JAMES F. LONG

My commission expires: 8-8-70

Residing at: Midvale, Utah