

BOOK 2755 PAGE 8

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Recorded MAY 16 1969 at 10:26 A.M.
Request of Stanley and Sons, Inc.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$3.00 by Sigmund Jones Deputy
Ref. 353 E. 44 So.

PROTECTIVE COVENANTS FOR CRESCENT ESTATES SUBDIVISION NO. 2

- A. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as the location of the building with respect to topography and finished ground elevation, by a committee composed of Evan Hansen, Ed Erikson, and Earl Toone, or by a representative designated by a majority of the members of said committee, in remaining member or members shall have full authority to appoint or disapprove 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 and location within 30 days after said plans and specifications have been submitted to them, or in any event, if no suit to enjoin the erection of said 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. The powers and duties of such committee, and of its designated representative shall cease on any after January 1, 1970. Thereafter the approval described in this Covenants shall not be required unless, prior to the date effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- B. No noxious or offensive trade or activities shall be kept or carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- C. No trailer, basement, move on home, shack, garage, barn or other out building erected on the tract 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.
- D. No dwelling shall be erected on any lot in the tract having a floor area exclusive of one story, open porches, and garages, of less than 1,000 square feet.
- E. Easements are reserved over each lot for utility installation and maintenance as provided on the subdivision plat as dedicated.
- F. Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the Utah 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 a health authority.

G. These covenants are to run with the land and shall be binding on all parties and all persons claiming an interest under them until January 1, 1980 date, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

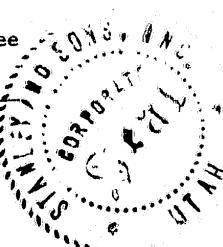
H. If the parties hereto, or any of them, or their heirs or assigns, or anyone who shall hereafter acquire or own any real property situated in this subdivision shall violate or attempt to violate any of the covenants herein shall be lawful for any other person or persons owning the real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations. In validation 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.

ATTEST:

Burton M. Stanley
Secretary

STANLEY AND SONS, INC., Trustee

By George B. Stanley
President



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

On the 25th day of March, A. D. 1969, personally appeared before me GEORGE B. STANLEY and BURTON M. STANLEY, who being by me duly sworn did say, each and for himself, that he, the said GEORGE B. STANLEY is the president, and he, the said BURTON M. STANLEY is the secretary of STANLEY AND SONS, INC., 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 GEORGE B. STANLEY and BURTON M. STANLEY each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Thomas P. Vaughn
Notary Public

My commission expires 1/1/72 Residing at Salt Lake City

