

Protective Covenants

DUNYON DELL SUBDIVISION

2392813

BIG COTTONWOOD CANYON, UTAH

Joy F. Dunyon, Trustee for Dunyon Investment Trust, owner of the Dunyon Dell Subdivision, Plat "A", Lot 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, a subdivision of Salt Lake County, in consideration of the premises and as part of a general plan for improvement of said property, do hereby declare the above mentioned lots and easements within said subdivision subject to the restrictions and covenants herein recited:

1. These covenants are to run with the land and shall be binding upon all owners of said property and all persons claiming under them from the date here on until January 1, 1981, at which time said covenants shall be automatically extended for an additional period of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or part.

2. If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons to prevent him or them from such violating. The party at fault agrees to pay all expenses arising from the breach of any of the other provisions which shall remain in full force and effect.

3. All of the described lots in this tract shall be known and described as residential lots under the Salt Lake County ordinances.

4. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

5. Only detached dwellings shall be erected on the residential lots. They shall have a set-back from the center line of the designated streets of at least twenty-five (25) feet, and from the side lot lines of at least ten (10) feet; provided, the owner of two or more adjacent lots may build a residential building on said lots, and these restrictions will apply as if it were one lot.

6. No building shall be erected, placed or altered on any lot until the building plans have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography, by a committee which shall initially consist of Joy F. Dunyon, Eileen R. Dunyon, and Dora D. Nelson, or their assigns. When all lots in this subdivision have been sold, the initial committee shall be dissolved and shall be replaced by a committee of five (5) members selected by a majority vote of the lot owners.

7. When the erection of a structure is once begun, the exterior work thereon must be prosecuted diligently and said structure must be completed within a reasonable time.

Recorded at Request of J F Dunyon  
at 1:33P M Fee Paid \$ 350 JERADEAN MARTIN, Recorder Salt Lake County, Utah  
By EARL R W Dep. Date JUN 22 1971  
3400 S. 2700 E  
SLC 84109

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8. The property owners shall have an annual meeting, to be called by the committee by giving ten (10) days written notice as to the time and place of such meeting, at which time the problems of the area are discussed. They shall have the right by the majority vote of those present with one vote allowed for each lot owned, to assess the lots equally for area improvements and maintenance costs. If not paid within ninety days after delinquency, the committee may declare such assessment to be a lien on the lot of the delinquent owner.

9. No residential structure less than 600 square feet shall be erected or placed on any lot unless it has a second floor, in which case a minimum of 500 square feet shall apply. All such structures shall have a dull finished roof and siding, rather than one which is shiny and reflects light. All painting shall be done with subdued or rustic colors and bright colors shall not be permitted except as accent colors.

10. No noxious offensive trade or activity shall be carried on upon any area in the subdivision, nor shall anything be done thereon which may be or become annoyance or nuisance to the residents of the area. No trash or refuse may be thrown or dumped in the area.

11. An easement is reserved along the designated streets and within five (5) feet of either side of the side and rear lot lines for utility installations and maintenance.

12. All of the streets and right-of-way shown within this subdivision are privately owned and maintained, and each lot owner within the Dunyon Dell Subdivision has a perpetual easement and right to travel same. It is understood that Salt Lake County is not obligated to improve or maintain any of the streets or rights-of-way within the subdivision. Also, that Salt Lake County has approved this subdivision with the understanding that no claim will be made upon it for fire protection, snow removal, garbage collection or similar services.

13. Approval of sanitation facilities must be granted by the Salt Lake City Board of Health in writing and upon a lot basis before any dwelling may be occupied.

Witness our hand and seal at Salt Lake County, Utah,

this 22nd day of June, 1971.

Dunyon Dell Subdivision  
Plat "A"

By Joy F. Dunyon, Trustee  
Joy F. Dunyon

On the 22nd day of June A.D. 1971,  
For Dunyon Investment Trust.

personally appeared before me Joy F. Dunyon, Trustee the signers of the instrument, who duly acknowledged to me that he executed the same.

George P. Kuhn  
Notary Public



My Commission expires 12-2-74. Residing in Salt Lake County, Utah

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