

2413680

PROTECTIVE COVENANTS

PART A. PREAMBLE

On the 28th day of September, 1971, the undersigned owners of the following described property situated in the County of Salt Lake, State of Utah, to wit:

All lots in Thaxton Acres

FULLY-PROTECTED RESIDENTIAL AREA

The residential area covenants in Part B in their entirety shall apply to Thaxton Acres.

PART B. RESIDENTIAL AREA COVENANTS.

B-1. LAND USE AND BUILDING TYPE. 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, a private garage or carport for not more than three cars and such other necessary buildings as are approved by the Architectural Control Committee.

B-2. ARCHITECTURAL CONTROL. 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 of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, other residences 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. Approval shall be as provided in Part C.

B-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$21,000.00 including the lot, based upon the 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 maximum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, and garages, shall be not less than 1,150 square feet and must have at least a two car garage. Homes over 1,200 square feet must have at least a double car carport or single garage.

B-4. BUILDING LOCATION

(a) 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 plot. In any event no building shall be located on any lot nearer than 30 feet to front lot line, or nearer than 30 feet to any side street line.

(b) No building shall be located nearer than 12 feet to an interior lot line, except that a one foot side yard shall be required to a garage or other permitted accessory building located 50 feet or more from the minimum building setback line.

(c) For the purpose 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.

B-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 1 acre.

B-6. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities and bridle path are reserved as shown on the recorded plot and over the rear five 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 these improvements for which a public authority or utility company is responsible.

Recorded OCT 5 1971 at 3:20 p.m.
Request of Willie L. McDougal
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 4.00 By Willie L. McDougal Deputy
Ref. 1388 So. Main.

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B-7. 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.

(a) No clothes drying or storage of any articles is permitted in carports unless in enclosed areas designed for the purpose.

(b) No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pickup trucks can be parked on the driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports, or on the rear yard areas of each lot.

(c) Each lot, is to be developed and maintained by its owner in an attractive, safe and sanitary manner.

(d) When lot is fenced it must be approved by the Architectural Control Committee. Each owner will have option of four types of fencing: (1) Pole (2) Painted board (3) Chain Link (4) Block or comparable.

(e) Permitted pets, poultry and livestock are to be adequately housed or stabled in sanitary facilities to prevent offensive odors, insects and diseases. Predatory and destructive animals or fowl are to be adequately restrained to prevent marauding nuisance or damage to other property owners.

B-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

B-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-10. OIL AND MINING OPERATIONS. No 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.

B-11. Pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink, swine, and goats are not permitted on any lot either temporarily or permanently. A maximum of two (2) horses is permitted per 1/2 acre. All permitted animals and fowl are to be adequately maintained in a clean and sanitary condition.

B-12. GARBAGE AND REFUSE DISPOSAL. 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.

B-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the tri-angular area formed by the street lines, or in the ease of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or bridle path. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

C-1. MEMBERSHIP. The Architectural Control Committee is composed of Orrin W. Beckstead, Charlotte K. McDougal, and Wilbern L. McDougal. 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 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.

C-2. PROCEDURE. 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 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.

PART D. GENERAL PROVISIONS.

D-1. 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 these covenants are recorded 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.

D-2. 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 recover damages. Enforcement may be by the Architectural Control Committee or by an affected property owner or owners.

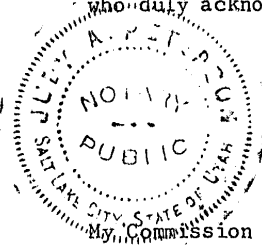
D-3. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Signed and dated this 28th day of September, 1971.

Wilbern L. McDougal
Wilbern L. McDougal
Reed H. Thaxton
Reed H. Thaxton
C. Gerald Parker
C. Gerald Parker

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 28 day of Sept, 1971, personally appeared before me, a Notary Public, *Wilbern L. McDougal*, *Reed H. Thaxton* and *C. Gerald Parker* who duly acknowledged to me that they executed the same.



Judy A. Peterson
Notary Public

My Commission Expires: July 23, 1975

Residing in: Salt Lake City, Utah