

Recorded MAY 16 1972 at 12:29 m.
Request of MCCHE LAND TITLE CO.
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 6.00 By [Signature] Deputy

2456559

PROTECTIVE COVENANTS Ref. _____

PART A. PREAMBLE

Protective covenants are essential to the sound development of proposed residential areas. Covenants properly prepared and legally sound contribute to the establishment of the character of a neighborhood and to the maintenance of value levels through the regulation of type, size and placement of buildings, lot sizes, reservation of easements, and prohibition of nuisances and other land uses that might affect the desirability of a residential area. With these purposes in mind, it is our (the owners of the property) determination to have the following covenants and restrictions placed upon the properties described in Part B. These covenants and restrictions are to become affective as of May 11, 1972 or as soon thereafter as possible.

PART B. AREA OF APPLICATION

The residential area covenants and restrictions in their entirety shall apply to Steeple View's 1, 2 and 3 subdivisions as will exist in the following described properties: Com 25 rds S & 709.2 ft E fr NW Cor Sec 4, T3S, R1E, SL Mer, E 1405.8 ft; S 310.5 ft; W 1439.9 ft; N 0°11'30" E 116.5 ft; S 89°56'15" E 34.1 ft; N 0°11'30" E 193.1 ft m or l to beg. (10.11 acres). The above described properties shall have these exceptions: The owners of the subdivision and property described will have an option to build either a single dwelling unit or a multiple dwelling unit upon all corner lots.

PART C. RESIDENTIAL AREA COVENANTS

C-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 and a private garage or carport for not more than three cars. Exceptions to this requirement are noted in Part B.

C-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 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 D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$19,500.00 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 homes, exclusive of one-story open porches and garages, shall be not less than 1200 square feet. Multiple dwellings shall be not less than 1800 square feet.

C-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 plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.
- (b) No building shall be located nearer than 6 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 3 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.
- (c) For the purposes 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.

With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 15 feet to any street line, where the natural elevation of the lot along the established minimum building setback line is more than either eight feet above or four feet below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Further-more under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 8 feet to any street line.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat 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 those improvements for which a public authority or utility company is responsible.

C-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.

C-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.

C-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.

C-10. OIL AND MINING OPERATIONS. No oil drilling, 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-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.

C-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 triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

C-13. SIGHT DISTANCE AT INTERSECTIONS CONTINUED.

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 alley pavement. 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 lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of David L. Gregory, Henry A. Gregory and Evelyn Gregory. 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.

D-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 E. GENERAL PROVISIONS

E-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.

E-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 to recover damages.

E-3. SEVERABILITY. Invalidation 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.

PART F. ATTEST

NAME

DATE

Henry A. Gregory

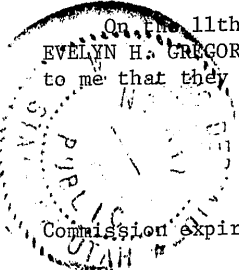
May 11 '72

Evelyn H. Gregory

May 11 '72

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

On the 11th day of May, 1972 personally appeared before me HENRY A. GREGORY and
EVELYN H. GREGORY, his wife, the signers of the within instrument, who duly acknowledged
to me that they executed the same.



Commission expires: June 7, 1975

McDermid
NOTARY PUBLIC

Residing in: Salt Lake City, Utah