

Recorded AUG 18 1972 at 8:32 m.
Request of M. C. Land Title Company
Fee Paid MRADHAN MARTIN
Recorder, Salt Lake County, Utah
\$ 5.00 By [Signature] Deputy
Ref. _____

2478132

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR

OLD COLONY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Pierce Harold Bowthorpe and Lugene B. Bowthorpe, his wife, are the owners of the following described real property situate in Salt Lake County, State of Utah, to-wit:

All of Lots 1 to 13, inclusive, OLD COLONY SUBDIVISION, according to the official plat thereof.

NOW THEREFORE, in order to protect the natural beauty of the area and its view, and in order to develop a harmonious and regulated community for the benefit and protection of all of the owners of the area, it is hereby declared by the undersigned that all of the lots in said Subdivision are held and shall be sold, conveyed, occupied, and mortgaged subject to the following restrictions, conditions, covenants, and agreements between the undersigned and the several owners and purchasers of said property as between themselves and their heirs, successors, or assigns:

PART A. RESIDENTIAL AREA COVENANTS

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 vehicles.

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 B.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$40,000.00, plus the cost of the lot, 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 be not less than 1,500 square feet for a one-story dwelling, nor less than 1,200 square feet on the main floor, for a dwelling of more than one story.

-CONTINUED-

BOOK 3133 PAGE 102

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 30 feet to the front lot line. (b) No building shall be located nearer than 10 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 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.

5. DIVISION OF LOTS. No lot shall be divided into smaller lots nor conveyed or encumbered in any less than the full original dimensions as shown on the official plat, except for utilities easements, without the express prior written consent of the Committee. No lot shall be conveyed in whole or in part for right-of-way for ingress or egress to other lands without the express prior written consent of the Committee.

6. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

7. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the official plat. Peirce H. Bowthorpe and Lugene Bowthorpe reserve easements over or under the surface, or both, as may be required for the installation and maintenance of electric lines, gas lines, and other public utilities, such as water (domestic and irrigation) sewer (storm and sanitation) with the right to assign said easements.

8. 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 annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used. No campers, trailers, boats or other equipment may be stored or kept on any lot in view of the general public.

9. 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.

10. 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.

11. 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.

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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

13. LIVESTOCK AND PULTRY. 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 and are restricted to the owner's premises or on leash under handler's control at all times.

14. 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. 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.

15. LANDSCAPING. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

PART B. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of Peirce H. Bowthorpe and Lugene Bowthorpe. 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. The committee shall, however, have the authority to employ the services of an architect as consultant and to charge a sum not exceeding \$25.00 for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote upon the passing of the plans and specifications. When twelve (12) of the lots of said Subdivision have been sold and conveyed by Peirce H. Bowthorpe and Lugene Bowthorpe, then the record owners of a majority of the lots shall have the power to change the membership of the committee.

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.

- CONTINUED -

PART C. GENERAL PROVISIONS

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 have been recorded, agreeing to change said covenants in whole or in part.

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.

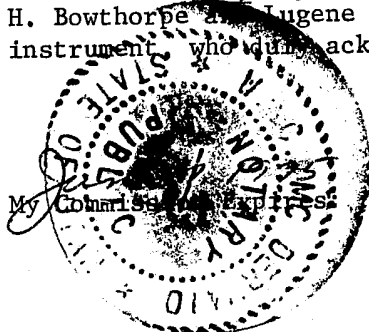
3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Pierce Harold Bowthorpe
PIERCE H. BOWTHORPE Peirce Harold Bowthorpe

Lugene B. Bowthorpe
LUGENE BOWTHORPE Lugene B. Bowthorpe

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 17th day of August, 1972, personally appeared before me Pierce H. Bowthorpe and Lugene Bowthorpe, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

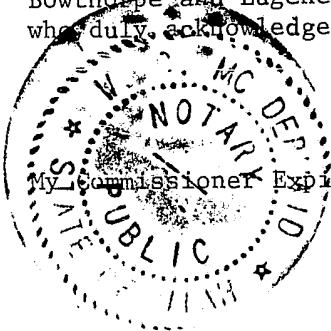


H.C. Midernoid
Notary Public

Residing in Salt Lake City, Utah.

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

On the 17th day of August, 1972, personally appeared before me Pierce Harold Bowthorpe and Lugene B. Bowthorpe, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



H.C. Midernoid
Notary Public

Residing in Salt Lake City, Utah.