

RETURN TO: Harold D. Meakin
P. O. Box 443
Layton, Utah 84041

Recorded JAN 11 1973 # 3:49P
Request of SECURITY TITLE COMPANY
Fee Paid, JEROME L. ...
Recorder, Salt Lake County, Utah
\$ 4.00 By [Signature] Deputy

2511629

PROTECTIVE COVENANTS

The undersigned, RAY P. GREENWOOD and ARVILLA H. GREENWOOD, his wife, owners of GREENWOOD ACRES SUBDIVISION #1, located in the City of Murray, County of Salt Lake, State of Utah, and acting for the benefit of present and future owners of building sites in said subdivision, does hereby impose upon the above-mentioned land the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of the land within the subdivision and all shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within said subdivision, their heirs, administrators, executors, grantees and assigns:

The covenants as hereinafter set forth are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1993, and at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the building sites in the above-mentioned subdivision, it is agreed to change the said covenants in whole or in part.

For the purposes of said conditions any parcel of land in said subdivision composed of the whole or a portion of a lot therein or portions of two or more adjoining lots or all of one lot and a part or parts of one or more adjoining lots shall be deemed to be a building site in said subdivision, provided that the total frontage of such building site shall be not less than seventy (70) feet and the total area thereof not less than eight thousand (8,000) square feet, except that any lot shown upon the recorded map of said subdivision shall be deemed to be a building site.

If the parties hereto, or any of them, 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 any 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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

LAND USE AND BUILDING TYPE. Building sites shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any building site other than single-family or two-family dwellings, not to exceed two (2) stories in height and a private garage or carport accomodating not more than 2 cars per family dwelling.

ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any building site 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. The committee is composed

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of RAY P. GREENWOOD, ARVILLA H. GREENWOOD, HAROLD D. MEAKIN and IRENE F. MEAKIN, all residents of the State of Utah. A majority of the committee may designate a representative to act for it. In the event of the 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 building sites 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. The committee's approval or disapproval as required in these covenants shall be in writing and within a reasonable length of time after submission of plans and specifications have been made to it.

DWELLING QUALITY AND SIZE. No dwelling shall be constructed on any building site with the main-floor area of less than 1,000 square feet of habitable area. In the event a two-family building is erected on any building site, the habitable area of each dwelling unit will be not less than 750 square feet. It is the intention and purpose of these covenants to assure that all dwellings, garages, carports and structures erected on any site within the subdivision be of consistent quality and harmonious design.

BUILDING LOCATION. No building shall be erected nearer than thirty (30) feet to the front property line. The minimum side-yard distance will be eight (8) feet and the total width of the two required sideyards shall be not less than eighteen (18) feet. On corner building sites, the sideyard which faces on a street for both main and accessory buildings shall be not less than twenty (20) feet or the average of existing buildings where fifty (50) percent or more of the frontage is developed, but in no case less than fifteen (15) feet or be required to be more than twenty (20) feet.

BUILDING SITE AREA AND WIDTH. No residential structure shall be erected or placed on any lot having an area of less than eight thousand (8,000) square feet and a width of less than seventy (70) feet at the distance of thirty (30) feet from the front property line.

EASEMENTS. An easement is reserved over each building site for utility installation and maintenance as shown on the recorded plat.

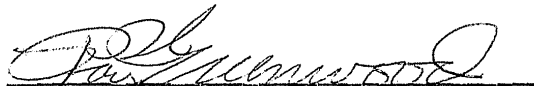
NUISANCES. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Repair of motor vehicles, boats, trailers, etc. will be performed only in garages and limited to the owner's personally-owned property. Storage of boats, trailers, campers and any mechanical equipment will be allowed in closed garages only.

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

USE RESTRICTION. No barn, coop, shed, styer or building of any other type shall be constructed for the purpose of housing pigs, cows, horses or poultry and none of the foregoing shall be kept or housed on the aforesaid property.

SIGNS. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder/ developer to advertise the subdivision during the construction and sales period.

IN WITNESS WHEREOF said owners have caused this instrument to be executed this the 2nd day of January, 1973.


Ray P. Greenwood


Arvilla H. GREENWOOD

STATE OF UTAH

COUNTY OF SALT LAKE:

On the 4th day of January, 1973, personally appeared before me, Ray P. Greenwood and Arvilla H. Greenwood, his wife, who being by me duly sworn, did say that they are the signers of the foregoing instrument and duly acknowledged to me that they executed the same.




Notary Public

Residing at: Murray, Utah

My Commission Expires:

March 19, 1973