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JUN 1 1973
Recorded at 10597
Request of Mount Majestic Acres
Fee Paid JEHADEAN MARTIN
Recorder, Salt Lake County, Utah
By S.R.C. Deputy

MT. MAJESTIC ACRES SUBDIVISION

RECORDED JUN 1 1973 10:57 AM

ENTRY NO. _____

BOOK _____

PAGE _____

NOTE: When recorded please return to Graham Dodd, 336 South Third East, Salt Lake City, Utah 84111

PROTECTIVE COVENANTS

UTAH TITLE AND ABSTRACT COMPANY, a Utah corporation; and MT. MAJESTIC ACRES, a partnership; and CLARENCE B. COOPER, an individual, owners of the following described property located in Salt Lake County, State of Utah, to-wit:

NW 1/4 of SW 1/4 Sec. 21 which includes that area outlined in red and marked in the name of "Clarence B. Cooper" on the attached plat which is made a part hereof by reference thereto.

In consideration of the premises and part of the general plan for improvement of said property, do hereby declare the property hereinabove described subject to the restrictions and covenants as follows:

The residential area covenants in Part A, below, in their entirety shall apply to MT. MAJESTIC ACRES SUBDIVISION, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

PART A. RESIDENTIAL AREA COVENANTS

A-1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, placed, altered or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage or carport for not more than three cars and such other accessory buildings as are approved by the Architectural Control Committee.

A-2. Architectural Control. No building or fencing shall be

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1 erected, placed or altered on any lot until the construction plans
 2 and specifications and a plan showing the location of the struct-
 3 ure have been approved by the Architectural Control Committee as
 4 to quality of workmanship and materials, harmony of external design
 5 with existing structures, and as to location with respect to top-
 6 ography, other residences and finish grade elevation.

7 A-3. Dwelling Cost, Quality and Size. No dwelling shall be
 8 permitted on any lot of any size less than 1,350 sq. ft. The cost
 9 per square foot for said building shall not be less expensive than
 10 the cost levels prevailing on the date these covenants are recorded
 11 for a normal residential building; it being the intention and
 12 purposes of these covenants to assure that all dwellings shall be
 13 of a quality of workmanship and materials substantially the same
 14 or better than that which can be produced on the date these coven-
 15 ants are recorded.

16
 17 A-4. Building Location. No building shall be located on any
 18 lot nearer to the front lot line or nearer to the side street
 19 line than the minimum building setback lines described under S-1A
 20 Zoning. In any event no building shall be located on any lot
 21 nearer than 25 feet to the front lot line, or nearer than 10 feet
 22 to any side street line.

23 No building shall be located nearer than 10 feet to an
 24 interior lot line except that a one foot yard shall be required
 25 for a garage or other permitted accessory building located 50 feet,
 26 or more, from the minimum building setback line.

27 For the purpose of this covenant, eaves, steps and open
 28 porches shall not be construed to permit any portion of a building
 29 on a lot to encroach upon another lot.

30 A-5. Easements. Easements for installation and maintenance
 31 of utilities and drainage facilities. Within these easements, no
 32 structure, planting or other material shall be placed or permitted

1 to remain which may damage or interfere with the installation and
2 maintenance of utilities or which may change the direction of
3 flow of drainage channels in the easements, or which may obstruct
4 or retard the flow of water through drainage channels in the ease-
5 ments or to obstruct the free, safe and sanitary use and enjoyment
6 of the same. The easement area of each lot and all improvements
7 in it shall be maintained continuously by the owner of the lot,
8 except for those improvements for which a public authority or
9 utility company is responsible.

10 A-6. Nuisances. No noxious or offensive activity shall be
11 carried on upon any lot, nor shall anything be done thereon which
12 may be or may become an annoyance or nuisance to the neighborhood.

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

15 (b) No storage of any articles, materials, equipment
16 or vehicles of any nature is permitted in the front
17 yard portion of any lot except that regularly used
18 passenger cars and light pick-up trucks can be parked
19 on 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.

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

21 A-7. Temporary Structures. No structure of a temporary
22 character, trailer, basement, tent, shack, garage, barn or other
23 outbuilding shall be used on any lot at any time as a residence
24 either temporarily or permanently.

25 A-8. Signs. No sign of any kind shall be displayed to the
26 public view on any lot except one professional sign of not more
27 than one square foot, one sign of not more than five square feet
28 advertising the property for sale or rent, or signs used by a
29 builder to advertise the property during the construction and sales
30 period.

31 A-9. Oil and Mining. No oil drilling, oil development
32 operations, oil refining, quarrying or mining operations of any

1 kind shall be permitted upon or in any lot nor shall oil wells,
2 tanks, tunnels, mineral excavations or shafts be permitted upon
3 or in any lot. No derrick or other structure designed for use in
4 boring for oil or natural gas shall be erected, maintained or
5 permitted upon any lot.

6 A-10. Pets, Livestock, Etc. Pets, livestock and fowl which
7 are generally associated with estate type living and which are
8 kept only for family use and/or food production and not for any
9 commercial purposes are permitted on all lots except that mink,
10 swine and goats are not permitted on any lot either temporarily
11 or permanently. However, there shall be permitted no more than a
12 combination of two head of large animals. These large animals can
13 either be horses, sheep or cattle. All permitted animals and fowl
14 are to be adequately maintained in a sanitary and healthful manner.

15 A-11. Garbage and Refuse Disposal. No lot shall be used or
16 maintained as a dumping ground for rubbish. Trash, garbage or
17 other waste shall not be kept except in sanitary containers. All
18 incinerators or other equipment for the storage or disposal of
19 such material shall be kept in a clean and sanitary condition.

20 A-12. Sight Distance at Intersections. No fence, wall,
21 hedge or shrub planting which obstructs sight lines at elevations
22 between 2 and 6 feet above the roadways shall be placed or permitted
23 to remain on any corner lot within the tri-angular area formed by
24 the street lines, or in the case of a rounded property corner from
25 the intersection of the street property lines extended. The same
26 sight line limitations shall apply on any lot within 10 feet from
27 the intersection of a street property line with the edge of a
28 driveway pavement. No tree shall be permitted to remain within
29 such distances of such intersections unless the foliage line is
30 maintained at sufficient height to prevent obstruction of such sight
31 lines.

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1 PART B. ARCHITECTURAL CONTROL COMMITTEE

2 B-1. Membership. The Architectural Control Committee is
3 composed of MR. STEWART ROBERTS, MR. ORVAL PERKINS and MR. GRAHAM
4 DODD, all of Salt Lake City, Utah. A majority of the committee
5 may designate a representative to act for it. In the event of
6 death or resignation of any member of the committee, the remaining
7 members shall have full authority to designate a successor. Neither
8 the members of the committee, nor its designated representative
9 shall be entitled to any compensation for services performed
10 pursuant to this covenant. At any time, the then record owners
11 of a majority of the lots shall have the power through a duly
12 recorded written instrument to change the membership of the committee
13 or to withdraw from the committee or restore to it any of its
14 powers and duties.

15 B-2. Procedure. The committee's approval or disapproval as
16 required in these covenants shall be in writing. In the event
17 the committee, or its designated representative, fails to approve
18 or disapprove within 30 days after plans and specifications have
19 been submitted to it, or in any event, if no suit to enjoin the
20 construction has been commenced prior to the completion thereof,
21 approval will not be required and the related covenants shall be
22 deemed to have been fully complied with.

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24 PART C. GENERAL PROVISIONS

25 C-1. Term. These covenants are to run with the land and
26 shall be binding on all parties and all persons claiming under
27 them for a period of thirty years from the date these covenants are
28 recorded, after which time said covenants shall be automatically
29 extended for successive periods of 10 years unless an instrument
30 signed by a majority of the then owners of the lots has been recorded,
31 agreeing to change said covenants in whole or in part.

1 C-2. Curb and Gutter Maintenance. Once the curb and gutter
 2 have been installed by the subdivider, MT. MAJESTIC ACRES, it
 3 becomes the responsibility of each lot owner to maintain the curb
 4 and gutter surrounding his respective lot. The lot owner's res-
 5 ponsibility for maintenance and upkeep of the curb and gutter shall
 6 expire at such time as the City of Sandy accepts the said curb and
 7 gutter, and said City, itself, becomes responsible and liable for
 8 the upkeep and maintenance of the said curb and gutter.

9 C-3. Enforcement. Enforcement shall be by proceedings at
 10 law or in equity against any person or persons violating or
 11 attempting to violate any covenant either to restrain violation
 12 or recover damages. Enforcement may be by the Architectural Control
 13 Committee or by any affected property owner or owners.

14 C-4. Severability. Invalidation of any one of these covenants
 15 by judgment or court order shall in no wise affect any of the other
 16 provisions which shall remain in full force and effect.

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NW 1/4 of SW 4 Sec 21

NW 1/4 SECTION 21 TP 3S R 1E

SALT LAKE BASE & MERIDIAN
SCALE 100 FEET = ONE INCH

JORDAN

S. L. Co. Sewerage Imp. Dist. No. 1

114 TH

SOUTH

ST.

