

WHEN RECORDED, RETURN TO:

MR. M. PAUL MERTLICH
8105 WILLOW STREAM DRIVE

SANDY, UTAH 84070

Recorded 1972

Request of:

ON 11 1973 at 9:24 a.m.
M. Paul Mertlich

For PER JEREADEAN MARTIN

Recorder, Salt Lake County, Utah

\$ 5.50

By [Signature] Deputy

Ref.

2545964

P R O T E C T I V E C O V E N A N T S

TO WHOM IT MAY CONCERN:

We, the owners of the following described property:

Lots 301 to 337 both inclusive, and Lots 228, 229, 230, CREEK ROAD TERRACE
PLAT "C" of Sandy City, County of Salt Lake, State of Utah.

in consideration of the premises and as part of the general plan for improvement of
said property do hereby declare the property hereinabove described subject to the
restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all
persons claiming under them from date hereof until July 11, 1997, at which time
said covenants shall be automatically extended for successive periods of ten
years unless by vote of a majority of the then owners of the lots it is agreed to
change said covenants in whole or in part:

2. 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 real property situated on the above described
tract 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 pre-
vent him or them from so doing or to recover damages or other dues for such
violation.

3. 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.

4. All above described lots in the tract shall be known and described as
single residential lots. No structures shall be erected, altered, placed or
permitted to remain on any residential building plot other than one dwelling not
to exceed one-and one-half stories in height, and private garages, except houses
on Lots 305 to 319 inclusive and 228, 229, 230 are to be one story homes; houses
on Lots 320 to 337 inclusive can be two story homes or one-and one-half story
homes; and all other lots not to exceed one and one-half stories above the ground
level.

5. No building shall be erected, placed or altered on any building plot in
the above described property until the building plans, specifications and plot
plan showing the location of such building have been approved in writing as to
conformity and harmony of external design with existing structures in the said
property, and as to location of the building with respect to topography and finished
ground elevation by a committee composed of M. Paul Mertlich or William Grant

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(2)

Bangerter or M. Paul Mertlich Jr., or Samuel Bangerter, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on or after July 11, 1997. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots above described and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than 30 feet to the front lot line, or nearer than 8 feet to any lot line, excluding porches, garages, cornices, spoutings, chimneys, and purely ornamental projections.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent shack, garage, barn or other outbuilding erected in the same tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. The ground floor area of any dwelling permitted on any of the above described lots shall be approved by committee as in Paragraph 5.

10. Easements over the rear of the above named lots for irrigation ditches, utility installation and maintenance, as specified on recorded plat, or as presently existing.

11. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

12. The owners of Lots 228, 229, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 323, 324, 325, 326, 327, 328, 329 and 330, which said lots border on the Nickle Irrigation Company Ditch shall not do anything which changes, alters or destroys the ditch banks or in any way impedes, alters, or changes the flow of the water in said ditch except as herein provided. Any change affecting said ditch may only be done with the consent of the Nickle Irrigation Company.

Dated this 15th day of May, 1973.

(3)

DIAL BUILDERS, INC.

By: 
M. Paul Mertlich, President

W. H. BANGERTER AND SONS, A Partnership

By: 
William Grant Bangertey, a Partner

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STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On the 15th day of May, 1973, personally appeared before me M. PAUL MERTLICH, who being by me duly sworn, did say that he is the President of DIAL BUILDERS, INC., and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said M. PAUL MERTLICH acknowledged to me that said corporation executed the same.




Notary Public

Residing at: Salt Lake City, Utah

Commission Expires: 9-22-75

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On the 15th day of May, 1973, personally appeared before me WILLIAM GRANT BANGERTER, one of the partners of W. H. BANGERTER AND SONS, a partnership, one of the signers of the foregoing Covenants, who duly acknowledged to me that said partnership executed the same.




Notary Public

Residing at: Salt Lake City, Utah

Commission Expires: 9-22-75

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