

2549401

PROTECTIVE COVENANTS

Recorded JUN 25 1973 at 1:01 p.m.
Request of CARDON ABSTRACT COMPANY
Fee Paid J. RADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 600 By R. BROWN Deputy
Ref. _____

We the undersigned are owners of the following described real estate located in the City of Sandy, State of Utah, to-wit:

SOUTHERN CHARM NO. 2

A subdivision in the Northwest Quarter of the Southwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof.

Hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said property may be put, hereby specifying that said declarations shall constitute covenants to run with all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said property, this declaration of restrictions being designed for the purpose of keeping said property desirable, uniform, and suitable in architectural design and use as herein specified:

PART B. AREA OF APPLICATION. Fully Protected Residential Area: The residential area covenants in Part C in their Entirety and shall apply to the subdivision heretofore mentioned.

PART C. 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 cars. All construction to be of new materials, except that used brick may be used, if approved by the Architectural Control Committee.

(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.

(3) Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$18,500.00 excluding 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 stated herein main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet.

(4) Building Location: (a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line, except Lots fronting on Cul-de-sacs, which shall have minimum setbacks of 25 feet.

(b) No building shall be located nearer than 8 feet to an interior lot line, except that a one-foot minimum side yard shall be required for a garage or other permitted accessory building located 20 feet or more from the minimum building set back 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) Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat.

(6) Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 that which may change the direction of flow of drainage channels in the easements or that which may obstruct or retard the flow of drainage channels in the easements or 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.

(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. 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 regularly used.

(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.

(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 of advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

(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.

(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 and are restricted to the owner's premises or on leash under handler's control.

(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.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

(1) Membership: The Architectural Control Committee is composed of McKay Wilkerson, D'on I. Hansen, Mary E. Wilkerson and a member of the City or County Planning Commission. 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 recorded 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.

(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. This however, does not alter the home owners responsibility under PART C.

PART E. 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 has 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: In validation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

DATED this 22nd day of June, 1973.

SOUTHEAST DEVELOPMENT CORPORATION,
a corporation

By Alvin V. Harrison
President

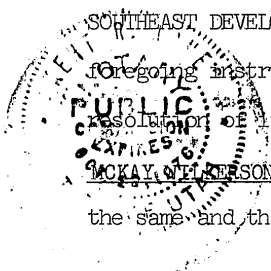
McKay Wilkerson
Secretary

CARDON ABSTRACT COMPANY, Trustee

By [Signature]
President

State of Utah)
County of Salt Lake) ss.

On the 22nd day of June A.D., 1973, personally appeared before me D'ON I. HANSEN and MCKAY WILKERSON, whoc being by me duly sworn did say, each for himself, that he, the said D'ON I. HANSEN is the President, and he, the said MCKAY WILKERSON is the Secretary of SOUTHEAST DEVELOPMENT CORPORATION, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said D'ON I. HANSEN and MCKAY WILKERSON each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

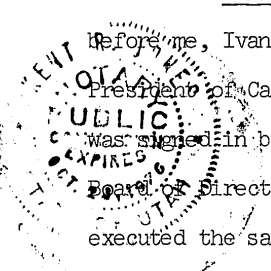


My Commission Expires
10-23-76

[Signature]
Notary Public
Residing at Salt Lake City, Utah

State of Utah)
County of Salt Lake) ss.

On the 22nd day of June, A.D., 1973, personally appeared before me, Ivan Jorgensen, who being by me duly sworn, did say that he is the President of Cardon Abstract Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Ivan Jorgensen acknowledged to me that said corporation executed the same.



My Commission Expires 10-23-76

[Signature]
Residing at Salt Lake City, Utah