

2572111

Recorded SEP 26 1973 at 1:41 P m.  
Request of E. L. Cling  
Fee Paid JERADEN MARTIN  
Recorder, Salt Lake County, Utah  
\$ 5.00 By [Signature] Deputy  
Ref. 1565 East 7200 So 84121

REC'D HUD-FHA SLC  
By:  
JUL 10 1972  
CODE 00110014

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are owners of the following described real estate located in the City of West Jordan, State of Utah, to-wit:

Beach View Subdivision No. 1.

A subdivision in the NW $\frac{1}{4}$  SE $\frac{1}{4}$  Section 32, T2S, R1W, SLB&M according to the official recorded plat thereof.

PART B. AREA OF APPLICATION

1. Fully-Protected Residential Area. The residential area covenants in Part C in their entirety shall apply to the subdivision Beach View No. 1.

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 two 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 \$15,000.00 including 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 875 square feet.

4. Building Location.

(a) No building shall be located on any lot nearer than 19 feet to the front lot line, or nearer than 15 feet to any side street line.

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FINAL CONSTRUCTION EXHIBIT  
Accepted by FIA on 8/7/72  
(date)  
[Signature]  
Page 1 of 4 pages  
(by) S/D Appr  
(Title)

(b) No building shall be located nearer than 7 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 25 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. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 6 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6800 square feet, except that a dwelling as limited herein may be erected or placed on each lot as platted on the recorded plat provided setback and sideyard restrictions herein are complied with.

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 which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The 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 on lots unless they are in running condition, properly licensed and are being 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 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.

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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.

13. 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.

14. 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.

15. Protective Screening. Protective screening areas are established across the rear seven feet of lots 10, 11, 12, 19, 20 and 21 as shown on the recorded plat. Planting, fences or walls established as protective screening by the developer or others shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence, screen planting or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities, drainage facilities and the Jordan Aquaduct as shown on the recorded plat. No trees shall be planted in such areas and other areas across the rear of lots 19, 20 and 21 as required by the easement agreement granted to the United States of America and recorded in the Salt Lake County Recorder's Office in Book 3040 Pages 878 to 883.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of Earl L. Cline, Lorna A. Cline and R. L. Yergenson. A majority of the committee may designate a representative to act for it. In the event of a 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 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.

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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.

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 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. 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.

WITNESS the hands of said owners this 25<sup>th</sup> day of Septem-1973

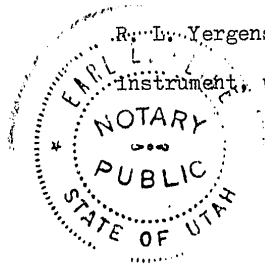
*R. L. Yergensen*

*Elna C. Yergensen*

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

On this 25<sup>th</sup> day of Sept 1973, peosonally appeared before me

R. L. Yergensen and Elna Yergensen his wife the signers of the within instrument, who duly acknowledged to me that they executed the same.



*Earl L. Cline*  
Notary Public

Residing at Salt Lake City

My comission Expires:

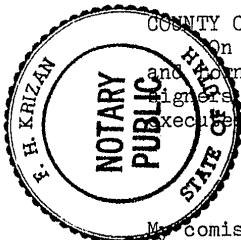
5-14-77

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

*Lerna A. Cline*

*E. L. Cline*

On the 26 day of Sep 1973 personally appeard before me Earl L. Cline and Lerna A. Cline his wife owners of the within mentioned property and signers of the within instrument, who duly acknowledged to me that they executed the same



*Earl H. Krizan* Notary Public residing at Salt Lake City, Utah

My comission expires June 7, 1974