

RESTRICTIVE COVENANTS affecting all of LARSEN ESTATES, recorded as Entry No. 2729584 in Book 75-7 at Page 121 of Official Records. Phase 1 of construction being Lots 28 thru 49 and Lots 64 thru 88. Phase 2 of construction being Lots 1 thru 27 and Lots 50 thru 63.

RECD. ID-FHA SLC
By:
MAY 8 1975
CODE CASH SCH.

2780725
PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to LARSEN ESTATES.

PART C. RESIDENTIAL AREA COVENANTS

C-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 and/or carport for not more than three vehicles. All construction to be of new materials.

C-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 or 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.

C-3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$24,000.00, exclusive of 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 900 square feet.

C-4. Building Location. 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.

No building shall be located nearer than 3 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located within one foot of the rear lot line, so long as such buildings do not encroach upon any easements.

For the purpose 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 any building on a lot to encroach upon another lot.

C-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 setback line nor shall any dwelling be erected or placed on any lot having an area of less than 2000 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, provided that the above front and side yard clearances are maintained.

Recorded at Request of Clealon B. Mann
at 5245 P m Fee Paid \$ 6.50 KATHY L. BENSON, Recorder
Salt Lake County, Utah, By Patricia R. Brown Dept. Date JAN 27 1976

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9140 Nye Drive 84121

C-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. 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.

On Lot #37, There is an 18 foot sewer easement which is to accomodate the sewer parcel, which will be granted by the developers of LARSEN ESTATES.

C-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 area built and designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on street or front and side lots unless they are in running condition, properly licensed and are being regularly used.

C-8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

C-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.

C-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.

C-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.

C-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.

C-13. Protective Screening. Protective screening areas are established as shown on the recorded plat, in the following locations:

a. Along the east boundary of the subdivision (lots 17-36) against the ditch, baseball field-retention pond and the grazing animals.

b. Along the rear of lots 3-9 and 12-17 against the unsightly sheds, trailers,

junk and grazing animals.

c. South side of Lot 33, north side of lot 37 and rear of Eilma W. Larsen property against the unsightly sheds and corral, etc.

Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls 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 or wall or utilities or drainage facilities shall be placed or permitted to remain in such area. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

C-14. Slope and Drainage Control Areas. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-15. Sight Distance at Intersection. 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 case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-16. 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.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. The Architectural Control Committee is composed of Clelom B. Kamm, 2140 Hye Circle, Salt Lake City, Utah 84121; Marsha M. Puckett, 4420 South Summerwood Street, Murray, Utah 84107; and F. Jay Harding, 3518 Chatterleigh Road, Hunter, Utah 84120. 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 of the committee shall have full authority to select 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.

D-2. Procedure. The Committee's approval or disapproval as required in the 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.

E-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 ten 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.

E-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.

E-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.

We, Clealon B. Mann, Marsha M. Paskett and F. Jay Harding, the aforementioned Architectural Control Committee, hereby adopt the above RESTRICTIVE COVENANTS this 28th day of April, 1975.

Clealon B. Mann

Clealon B. Mann

Marsha M. Paskett

Marsha M. Paskett

F. Jay Harding

Paul B. Peterson
Notary Comm. Exp. Oct 24, 1976

