

After recorded return to Title Insurance Agency 80 West Broadway, Suite 310

Recorded at Request of Title Insurance Agency of Utah

2924657

at 1257 P

14.00

L. DIXON, Recorder,

MAR 29 1977

Salt Lake County, Utah Dept. Date
Cheryl Warrington

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned J-G INVESTMENT COMPANY the owners of the following described real property located in Salt Lake County, State of Utah, to-wit:

Part A.

Lots 201 to 221 incl., GRANDUER ESTATES #2 according to the plat thereof as, recorded in the office of the County Recorder of said County: Does hereby establish the nature of the use and enjoyment of all lots in said subdivision and does declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations which shall run with said land:

Part B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No dwelling unit shall be erected, altered, placed or permitted to remain on any lot other than a dwelling not to exceed 2 1/2 stories in height. And a private garage for not more than 3 vehicles or less than 2 vehicles, and all construction to be of new material.
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 locations of the structure have been approved by the Architectural Control Committee hereafter referred to as to quality of workmanship and materials, harmony of external design with existing structure, 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 C.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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.
4. Building Location.
 - (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines of Salt Lake County Ordinances. In any event 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 unless a variance is granted by the Board of Adjustment of Salt Lake County.
 - (b) No dwelling shall be located nearer than 8 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. No main building shall be located on any interior lot nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located within one foot of the rear lot line.
 - (c) For the purpose of this covenant, eaves, steps and 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.
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 8000 square feet, except that a dwelling may be erected or placed on any corner and cul-de-sac lots as shown on the recorded plat, provided that the above front and side yard clearances are maintained.
6. EASEMENT. 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 installations 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 be 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.

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No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on street in front and side 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 outbuildings 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. 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 owners premises or on a leash under handler's control.

11. 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. No unsightly materials or other objects are to be stored on any lot in view of the general public.

12. SIGHT DISTANCE at INTERSECTION. No fence, will 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 property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained, at a sufficient height to prevent obstruction of such sight lines.

13. 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, tunnels, tanks, 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.

14. LANDSCAPING. Trees, lawns, shrubs or other plants provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon the request of the Architectural Control Committee.

15. SLOPE and DRAINAGE CONTROL. 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 areas 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. Owners take subject to terms of that agreement dated June 10, 1976 between J.G. Investment Company and Brown-Sanford Irrigation Company wherein J. G. Investment Company waives any claim for damages which might result from existence of Irrigation pipeline running through the bounds of subdivision. Owner also waives any claim against J. G. Investment Company for damage through existence of pipeline. Said pipeline is located within the bounds of utility easements shown on official plat recorded in Salt Lake County.

16. The undersigned is owner of certain additional property in the vicinity of the lots described in Part A, hereof but which additional property is not herein described. The purchasers, mortgagees and successors in interest of undersigned, whomsoever acknowledge the receipt of actual and constructive notice that said additional property is intended for ultimate development for other than single family dwellings.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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. The Architectural Control Committee, during said five years is composed of Daniel R. Jerman, John R. Gunther, and Ronald C. Jerman.

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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 D. 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 20 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.
2. Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants 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.

Dated this 29th day of March, 1977.

J-G INVESTMENT COMPANY
A Partnership

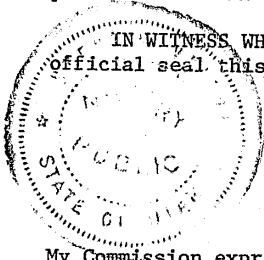

by: Daniel R. Jerman General Partner


by: John R. Gunther General Partner

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

On the 29th day of March, 1977, personally appeared before me DANIEL R. JERMAN and JOHN R. GUNTHER, who being by me duly sworn did say that they are general partners of J-G INVESTMENT COMPANY, and that within and foregoing instrument was signed in behalf of said partnership as general partners therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of March, 1977.




Notary Public

My Commission expires:
January 21, 1981

Residing In:
Salt Lake City