

Recorded at Request of GUARDIAN TITLE CO.

at 1245 P m Fee Paid \$ 39.00

KATIE L. DIXON, Recorder, Salt Lake County, Utah,

By _____ Dept. Date AUG 16 1978

Fabrice R. Brown
Patricia Brown

MAJESTIC CANYON ESTATES NO. 2

3154025

Restrictive Covenants

Lot-Low Realty & Construction, Incorporated, a corporation of Utah, with its principal place of business in Salt Lake City, Salt Lake County, State of Utah, the developer and the owner of the following described real property situated at Salt Lake County, State of Utah, to-wit:

Lots 1 through 65 Majestic Canyon Estates No. 2, a Sub-division, according to the official plat filed in Book 78-7 of plats at page 207, records at the office of the Salt Lake County Recorder.

Does hereby place the hereinafter designated restrictive covenants upon all of the lots of said subdivision.

I

Lots 1 through 65 shall be known as "residential lots". No structure shall be erected, altered, placed or permitted to remain on any "residential lot" other than one detached single family dwelling, a private garage, a guest house and out-buildings for pets as hereinafter described.

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of Lot-Low Realty & Construction, Incorporated, and other members selected by them or by a representative designated by the members of said committee. In the event of death or resignation of any members of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event all the members of said committee die or in the event the committee ceases to function, then fifty percent (50%) of the owners of the lots in said subdivision shall have the right to elect a committee. In event said committee, or its designated representative fails to approve or disapprove such design and location thirty (30) 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 have 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. This committee shall have the right to vary the requirements as set forth in Section II, but said variance shall not be valid unless obtained in writing.

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II

Every detached single family dwelling erected on any one of the above described residential lots shall have a minimum area above the ground of 1,500 square feet, exclusive of garages and open porches.

III

No outbuilding shall be erected, altered, placed or permitted to remain nearer than eight (8) feet to either side line of a lot unless no portion of said building extends nearer to the street line than sixty-five (65) feet.

No minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall be not less than eighteen (18) feet.

IV

No residential structure shall be erected or placed on any building site, which has an area of less than 8,000 square feet. Roofing on any residential structure erected or placed on any building site shall be of heavy cedar shake, tile, or equivalent quality.

V

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

VI

No trailer, camper, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

VII

Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches, and maintenance. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc., over such easements to make necessary repairs and conduct necessary maintenance along such easements.

VIII

No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

IX

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without approval as hereinafter set forth. A lot owner can fence himself off from the existing stream or creek, but cannot fence so as to exclude anyone else from said stream or creek.

No fence, walls, or hedge over six (6) feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this section may be waived or nulled by consent of architectural committee or by the owners of more than fifty percent (50%) of the numbered lots within this subdivision obtained in writing. Any and all fences erected in this subdivision shall be "grape stake" or better quality. No chain link fencing shall be erected.

X

No structure shall be moved onto any residential building site hereinbefore described or any part thereof unless it meets with the approval of one hundred percent (100%) of the fee title holders of the other lots in this subdivision, such approval to be given in writing.

XI

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 builder to advertise the property during construction and sales period.

XII

Oil drilling, oil development operations; refining mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations of shafts be permitted upon or in any of the building sites covered by these covenants.

XIII

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.

XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the thirty (30) owners of the building sites covered by these covenants it is agreed to change said covenants in whole or part.

If the parties hereto, 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 any real property situated in said tract, to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

LAT-LOW REALTY & CONSTRUCTION,
INCORPORATED

BY: *Sherman D. Harmer, Jr.*
Sherman D. Harmer, Jr. Vice President

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

On the 15th day of August, 1978 personally appeared before me SHERMAN D. HARMER, JR., who being by me duly sworn, did say that he is the President of LAT-LOW REALTY & CONSTRUCTION, INCORPORATED, a corporation, and the said instrument was signed in behalf of said corporation by a resolution of its board of directors and said SHERMAN D. HARMER, JR., acknowledged to me that said corporation executed the same.

My Commission Expires: 5/20/82
Residing at: Salt Lake City, Utah.

Warrin B. Curtis
Notary Public

