

PROTECTIVE COVENANTS

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MARTHA G. STEWART, as owner, has caused to be surveyed and platted the lands known as "Lakeview Heights" Subdivision, a recorded plat being a part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 1 South, Range 1 East, S. L. M., and has caused the same to be subdivided into lots and streets and

WHEREAS, she is desirous of creating restrictions and covenants affecting said property;

NOW THEREFORE, in consideration of the premises, the said Martha G. Stewart does hereby declare the said property and subdivision subject to the following restrictions and covenants:

- A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot.
- B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Martha G. Stewart, Earl Belnap and Lee J. Anderson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member 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 said committee, or its designated representative fails to approve or disapprove such design and location within 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 has 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. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1947. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street line. No building except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet or a width of less than 60 feet at the front building setback line, except that a residence may be erected or placed on lots Nos. 19 and 23, as platted.

- E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, provided that nothing shall prohibit the construction and maintenance of a combination chicken coop and barn of not to exceed an area of 500 square feet, which shall be located at least 150 feet from the front lot line and at least 25 feet from the side lot line.
- F. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- G. No dwelling costing less than \$2000 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 725 square feet for one-story structures, no less than 600 square feet for one and one-half story structure.
- H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- I. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the state Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.

These covenants are to run with the land and shall be binding on the present owner or owners and all persons claiming under them until January 1, 1967.

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

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 my hand this 28 day of October, 1941.

Witness: [Signature] Martha G. Stewart

STATE OF UTAH  
COUNTY OF SALE LAKE ss.

On the 28 day of October, 1941, personally appeared before me Martha G. Stewart, the signer of the above instrument and duly acknowledged to me that she executed the same.



[Signature]  
NOTARY PUBLIC

Received at Request of CARDON ABSTRACT CO

at 2:52 P.M. on Oct 27 1941  
[Signature]

Martha G. Stewart  
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