

PREAMBLE

Rec'd Paid W. M. Jack,  
Recorder, Salt Lake County, Utah  
By 4.C.C. Deputy

Conditions and Restrictions covering Lots 1 through 14, inclusive,  
5635 West 3500 South, Magna, Utah

Jonesdale Subdivision No. 5, executed by Valley Center Building and Cabinet, Inc, and W. J. Jones, dated May 15, 1961 and recorded August 7, 1961 at 11:27 a.m. as Entry No. 1795487 of Official Records, and reads as follows:

1. 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 for not more than two cars. Excepting one-two family dwelling on Lots 1 and 2 only.
2. 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 an architectural control committee composed of Valley Center Building and Cabinet, Inc. and W. J. Jones, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished 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 Paragraph 3.
3. A majority of the architectural control 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 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. 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.
4. No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 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 states herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1000 square feet for a one story dwelling, nor less than 1000 square feet main floor living area for split level dwellings.

5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 25 feet and 20 feet respectively. A side yard shall be maintained which shall not be less than 8 feet on one side and 12 feet on the other side, for a total of 20 feet, provided, however, that side yards may be not less than 8 feet on each side, for a total of 16 feet where the residence has an attached garage or carport. No residence shall be located on any interior lot nearer than 25 feet to the rear lot line.

6. Basement for the installation and maintenance of utilities are reserved as shown on the recorded plat and over the rear five feet of each lot. No permanent structure shall be erected over said easements.

7. 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.

8. 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. 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. No oil drilling, oil development, quarrying or mining operations of any kind shall be permitted upon or in any lot.

11. 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.

12. 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.

13. 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 corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

14. These covenants are to run with land and shall be binding on all parties and all persons claiming under them for a period of thirty 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 then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

15. Enforcement of these covenants 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.

16. 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.

Valley Center Building & Cabinet, Inc.

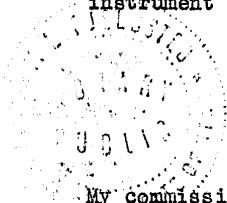
BY: E. Verne Breeze, Pres.

W. J. Jones  
W. J. Jones

ACKNOWLEDGMENT

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss

On the 2nd day of February, 1962, personally appeared before me, E. Verne Breeze, who being by me duly sworn did any that he is the President of Valley Center Building & Cabinet, Inc., and that said instrument was signed on behalf of the incorporation.



M. L. Fjeldsted  
Notary Public  
Residing in Salt Lake County, Utah

My Commission Expires:  
7/1/64

