

1285702

Recorded MAY 13 1952 at 11:04 a.m.
Request of WALKER BANK & TRUST COMPANY
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 3.20 By H. J. Taggart Deputy
Book 928 Page 332 Ref. 332

PROTECTIVE COVENANTS

This document made this 8th day of May, 1952, in order to protect values of property for present owners and future owners in the subdivision known as Sycamore Gardens located in part of NW $\frac{1}{4}$ Section 10 and part of SW $\frac{1}{4}$ Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Lots 1 to 18 inclusive.

BE IT KNOWN that the following covenants shall be in force and that all present owners and all future owners shall be bound by these covenants:

A. 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 and one-half stories in height and a private garage for not more than two cars.

B. 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 of 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 unless similarly approved.

C. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 1100 square feet.

D. 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.

E. 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.

F. TEMPORARY STRUCTURES. 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.

G. MEMBERSHIP. The architectural control committee is composed of E. E. Ridd, Bruce P. McBride and Don W. Stuart. 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 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.

H. 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 twenty-five 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.

I. 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.

J. 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.

K. Present owners in Subdivision are as follows: H. E. Ridd, Dr. Bruce P. McBride, Don W. Stuart and Marie John Benvegna, whose signatures appear as follows:

H. E. Ridd
Don W. Stuart
Marie J. Benvegna
Bruce P. McBride

Signed this 8th day of May, 1952.

ADDENDA

L. BUILDING LOCATION. 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 shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 ft. to the front lot line, or nearer than 20 feet to any side street line, No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes 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 a building, on a lot to encroach upon another lot.

H. E. Ridd
Don W. Stuart
Marie J. Benvegna
Bruce P. McBride