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BOOK 2828 PAGE 505

RESTRICTIVE COVENANTS FOR
WOODHAVEN VILLAGE NO. I
SALT LAKE COUNTY
DATED: FEBRUARY 6, 1970

Recorded FEB 9 - 1970 at 2:30 p.m.
Request of E. A. ROGERS, TRUSTEE
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 7.20 By [Signature] Deputy
Ref. _____

GRANT J. CHRISTENSEN CONSTRUCTION COMPANY INC., a Utah Corporation, and Grant J. Christensen and Ora Dean Christensen, his wife, are the owners of the following described real estate, situate in Salt Lake County, State of Utah:

All of Lots 1 thru 25, inclusive, WOODHAVEN VILLAGE NO. I SUBDIVISION, according to the Official Plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah.

And are desirous of developing said property as a residential area with the Restrictive Covenants hereinafter set forth.

THEREFORE, the following restrictions are hereby created and declared to be covenants running with the title and land to apply to each of such lots 1 thru 25 and each and every part thereof and the undersigned owners hereby declare that the aforesaid land is to be held and shall be conveyed subject to the following restrictions and covenants:

It is further understood that there are 10 lots in said subdivision sold and the owners are in full accord with these covenants as witness by their signatures at the end of 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 that exceed two stories in height and a private garage or carport for not more than three cars, and such other building, swimming pool, with adjoining bath houses, shed for garden tools or other structure located 50 feet or more from the front lot line which Architectural Control Committee approves in advance.

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 finish grade elevation. No fence wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

C. Dwelling cost, quality and size. No dwelling shall be permitted on any lot at a cost of less than \$19,000.00 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 dated therein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1250 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one story. 1250

D. Building Location. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to the side street line of a corner lot. In any event no inside lot shall have any building erected nearer than 30 feet to the front lot line, nor shall be located nearer than 8 feet to side yard line. Except that a detached garage may be located 1 foot from property line if it is located 65 feet from the front property lot line. No home shall be located nearer than 15 feet from the rear property line.

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E. 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 set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

F. 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. Within these easements, no structure, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

G. 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.

H. Temporary Structures. No structures of a temporary character, trailer, trailer house, basement, tent, shack, garage, barn or other out-building shall be used on any lot at anytime as a residence either temporarily or permanently.

I. Used Homes or barns or garages. No used homes or other buildings may be moved on any lot during the life of these covenants. In the case of default, the owner of said lot agrees to pay any and all attorney and court costs necessary for the removal of said building. Together with charges of \$100.00 per day to the Architectural Control Committee, from 30 days after notice of removal is issued, until which time the building is fully removed from the premises.

J. Signs. No signs 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 advertizing the property for sale or rent, or signs used by a builder to advertize the property during the construction and sales period.

K. 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, tanks, tunnels, nimeral 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.

L. 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 commercial purpose.

M. 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 unlicensed or unnspected cars or junk cars shall be permitted on any lot or to be parked in the street at anytime.

N. Architectural Control Committee Membership. The Architectural Control Committee is composed of Grant J. Christensen, Ora Dean Christensen, his wife, residing at 2056 Cresthill Drive, SLC, Ut., Vince R. Houtz residing at 4834 Woodhaven Drive, Kenneth D. Smartt residing at 4869 Pinewood Drive, and Norman C. Tarbox residing at 4846 Woodhaven Drive. A majority of the Committee designate that Grant J. Christensen be 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 & duties.

G. 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 the the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

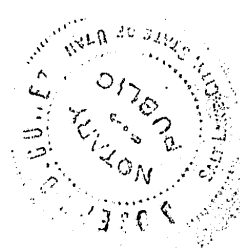
P. Term of covenants. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive periods of 10 years unless an 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.

Q. 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.

R. 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.

*Viene R. Hoyt owners of lot 25
Joan Hoyt
Wynn C. Hoyt
Patricia Subogunore of lot 24
Kenneth R. Smart lot 17
Evelyn D. Smart
Ralph E. Slade lot 15
Evelyn Slade
Stanley Smith lot 18
Cynthia Smith
Cornelius Shaker Dr.
Joan Van Dy.
Ray L. Nielson
Betty Nielson
Clifford P. Abbott
Clifford Abbott
Ora Dean Christensen
Grant J. Christensen*

STATE OF UTAH)
)
COUNTY OF SALT LAKE) SS.



On the 6th day of February, 1970, personally appeared before me GRANT J. CHRISTENSEN and ORA DEAN CHRISTENSEN, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Grant J. Christensen
Notary Public