

1761259 RESTRICTIONS & PROTECTIVE COVENANTS FOR  
JORDANDALE SUBDIVISION  
WEST JORDAN, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property, situated in West Jordan Township, Salt Lake County, State of Utah:

All of Lots 1 to 60, inclusive, Jordandale Subdivision, according to the official plat thereof,

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described, subject to the following restrictions and covenants:

1. PERSONS BOUND BY THESE RESTRICTIONS:

That the covenants and restrictions are to run with the land, and all persons and corporations who now own or shall hereafter acquire an interest in any of the land hereinbefore described, shall be taken and held to agree and covenant with the present and future owners of said land; and with his or their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to March 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.

2. USE OF LAND; BUILDING COST RESTRICTIONS:

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 two stories in height and a private garage for not more than two cars. Carports shall be counted the same as garages.

3. DWELLING SETBACK AND FREE SPACE:

No building shall be located on any residential building plot nearer than 30 feet from the front lot line, nor nearer than 30 feet to any side street in the case of corner lots. No building, except a detached garage or other out-building located 65 feet or more from the front lot line shall be located nearer than 8 feet to any side lot line; and a total width of the two side yards for any one lot will be not less than 18 feet unless with an attached garage and then the side yards shall not equal less than 10 feet and 3 feet. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 70 feet at the front building setback line.

4.

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 to location of the building with respect to topography and finished ground elevation, by a committee composed of three members MAX C. ROBERT, DONALD J. PARR, and the Secretary of the West Jordan Planning and Zoning Commission, 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 shall 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 these Covenants. The powers and duties of such committee, and of its designated representative, shall cease on and after March 1, 1990. 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 recorded 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.

FEB 9 1961

Recorded at Request of *Max C. Robert*

at 12:59 P.M. Fee Paid \$3.00

MELVIN JACO, Recorder Salt Lake County, Utah

By *[Signature]* Dep. Rec.

*Planning 7/64*  
*1941 April 4/10/60*

WEST JORDAN, UTAH

5. TEMPORARY RESIDENCES PROHIBITED:

No Trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

6. NUISANCE:

No noxious or offensive trade or 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. The maximum heights on any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front set-back line.

7. TYPE OF BUILDING:

The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than 1,000 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half or two story structure.

8. VIOLATION AND DAMAGES:

If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before March 1, 1990, or so long after as these restrictions and covenants remain in force and effect, the then property owners individually or collectively shall have the right to sue for and obtain a prohibitory or mandatory injunction against any owner or user of any of the property described therein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

9. UTILITY EASEMENT:

An easement is reserved over the rear five feet of each lot for the installation and maintenance of the utilities servicing said property and lot drainage.

10. SAVING CLAUSE:

Invalidation of any one of these covenants by judgement or court order shall in no wise affect the validity of any of the other provisions not declared invalid and such other provisions shall remain in full force and effect.

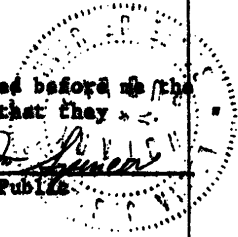
Witness our hands this \_\_\_\_\_ day \_\_\_\_\_ A.D. 1961

*Max G. Egbert*  
\_\_\_\_\_  
Max G. Egbert  
*Donald J. Parr*  
\_\_\_\_\_  
Donald J. Parr  
*Argie Macris*  
\_\_\_\_\_  
West Jordan Planning & Zoning Commission  
Chairman

STATE OF UTAH )  
TOWNSHIP OF WEST JORDAN ) SS  
COUNTY OF SALT LAKE )

On the 9<sup>th</sup> day of Feb A. D. 1961, personally appeared before me the signers of the foregoing instrument, who duly acknowledged to me that they executed the same MAX G. EGBERT  
My Commission Expires 10-3-62

*Sam J. [Signature]*  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
TOWNSHIP OF WEST JORDAN ) SS  
COUNTY OF SALT LAKE )

On the 9<sup>th</sup> day of Feb A. D. 1961, personally appeared before me, Donald J. Parr and *Argie Macris* of West Jordan Planning Commission, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: 10-3-62

*Sam J. [Signature]*  
\_\_\_\_\_  
Notary Public

