

Recorded at Request of WILLOW STREAM ESTATES #3 SUBDIVISION, OF UTAH, INC.at 716 M Fee Paid \$ 3.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, UtahBy Seaton Dep. Date _____

PROTECTIVE COVENANTS

BOOK 2790 PAGE 560

We, the owners of the following described property:

All of Lots 45 to 58, inclusive, WILLOW STREAM ESTATES #3 SUBDIVISION, County of Salt Lake, State of Utah,

in consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described subject to the restrictions and covenants therein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until Dec. 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. 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 real property situated on the above described tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. 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.

4. All above described lots in the tract shall be known and described as single residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one dwelling not to exceed two stores in height and private garages.

5. No building shall be erected, placed or altered on any building plot in the above described property 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 said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of M. Paul Mertlich and Rex Jackson, Eldon V. Carter and M. Paul Mertlich, Jr., 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 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 thirty 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 service performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on or after Dec. 2, 1981. 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 above described and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than 30 feet to the front lot line, or nearer than 8 feet to any lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections.

7. 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.

Protective Covenants continued

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8. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the same 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.

9. The ground floor area of any dwelling permitted on any of the above described lots shall be approved by committee as in paragraph 5.

10. Easements over the rear of the above named lots for irrigation ditches, utility installation and maintenance, as specified on recorded plat, or as presently existing.

11. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

Dated this 8th day of September, 1969.

DIAL BUILDERS, INC.

BY:

M. Paul Mertlich
President

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 8th day of September, 1969, personally appeared before me M. PAUL MERTLICH, who being by me duly sworn, says that he is the President of DIAL BUILDERS, INC., the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said M. PAUL MERTLICH acknowledged to me that said corporation executed the same.

[Signature]
Notary Public

Residing at Salt Lake City, Utah
Commission Expires May 27, 1972

