

1533590

Recorded APR 9 1957 at 12:10 p.m.
Request of Dansie & Ellett
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 2.80 By J. W. Norden Deputy
Ref. 4762 So. State

DEDICATION OF PROTECTIVE COVENANTS

1 MAXFIELD C. WHITEHEAD, a single man,

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3 TO: WHOM IT MAY CONCERN

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5 WHEREAS, a certain subdivision of part of Salt Lake County,
6 designated as MAXFIELD, a Subdivision, has been duly approved by Salt Lake
7 County, and recorded in the office of the Recorder thereof; and

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9 WHEREAS, the purpose of these restrictions is to insure the
10 use of the property for attractive residential purposes only, to prevent nuisances,
11 to prevent the impairment of the attractiveness of the property, to maintain the
12 desired tone of the community, and thereby to secure to each site owner the full
13 benefit and enjoyment of his home, with no greater restriction upon the free and
14 undisturbed use of his site than is necessary to insure the same advantages to
15 the other site owners. Anything tending to detract from the attractiveness and
16 value of the property for residence purpose will not be permitted;

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18 NOW THEREFORE, this writing witnesseth that the following pro-
19 tective covenants be and the same are created to run with the land and to be
20 binding as therein provided upon all present and future owners therein, to-
21 wit:-

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23 1. These covenants shall apply to all of MAXFIELD, a Subdivision
24 according to the recorded plat thereof.

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26 2. No non-residential use shall be made of any lot, and no struc-
27 ture shall be erected therein except only one single dwelling unit, except as
28 hereinafter provided, of not less than 760 square feet in floor space with
29 basement, and 850 square feet of floor space area without basement, together
30 with out-buildings customarily used in connection with such dwelling house. No
31 basement homes are to be constructed upon said lots, and the walls and roof of
32 each house must be completed within one (1) year after commencement of such
33 construction. Floor space as herein referred to shall be construed to mean and
34 shall mean the ground floor area of the main structure of one detached single
35 family dwelling exclusive of open porches and garages. Provided that two family
36 dwelling units, attached or unattached, may be constructed upon any corner lot
37 of the subdivision. Provided further, that temporary living units may be con-
38 structed and used for a period not to exceed Six (6) years from date of construc-
39 tion, if, and only if such temporary living units meet the following specifica-
40 tions:

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42 (a) Said temporary living units shall not be less than 400 square
43 feet in area.

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45 (b) That said temporary living unit is of permanent construction
46 to be used either as a garage or as an attached part of the house thereafter
47 constructed upon the property.

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49 (c) That said temporary living unit front must be of masonry
50 construction and the entire unit must be painted, except when the construction
51 is of face brick or masonry blocks less than 4 inches high.

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53 (d) That said temporary living unit shall be located not less
54 than 50 feet from the front property line, if unattached or not part of the
55 house, except those lots which are corner lots, and upon those lots said units
56 shall be located not less than 25 feet from the smallest street property line,
57 and not less than 17 feet from the largest street property line.

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59 3. No dwelling house shall be placed on any lot closer than 25
60 feet to the front property line; nor closer than 6 feet to any adjacent property
61 line; nor closer than 25 feet from rear property line. Provided,

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DANSIE AND ELLETT
ATTORNEYS AT LAW
MURRAY CITY 7, UTAH

1 however, that this restriction will not apply to the temporary residence al-
2 lowed as heretofore provided.

3 4. No portion of the tract of which these covenants apply
4 shall be sold or conveyed less than one lot as plotted in said subdivision, and
not more than one resident shall be placed on any one lot, except as herein-
above provided for corner lots.

5 5. A utility easement is reserved along the rear 5 feet of
6 each lot in said subdivision.

7 6. No trade or business nor any activity obnoxious or offensive
8 in residential areas shall be done or carried on upon any of the sites, lots,
and property to which these covenants apply. No temporary structure shall
at any time be used as a residence upon any of the said lots.

9 7. No signs, billboards, or advertising structures may be
10 erected or displayed on any of the residential lots herein, or portions there-
11 of, except that a single sign, not more than Three (3) feet by Five (5) feet
in size, advertising a specific lot or house for sale or rent, may be dis-
played on the premises affected.

12 8. No trash, ashes, or any other refuse may be thrown or
13 dumped on any residential lot herein or any part or portion thereof.

14 9. These covenants shall be affective from the execution here-
15 of from and during a full term of FIFTY (50) years from the date of such ex-
16 ecution, and thereafter from successive periods of ten (10) years until and
unless a change is agreed upon by three-fourths (3/4) of the property owners
of the property affected by this instrument.

17 10. The provisions herein may be enforced in law or equity
18 by the makers of this instrument or any of them, and by any person who may
hereafter become the owner of any real property affected by this instrument.

19 DATED this _____ day of April, 1957.

20 *Marjfield C. Whitehead*
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