

1368076

Recorded APR 13 1954 at 406 P. m.
Request of WARDON ABSTRACT CO
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 4.30 By E. J. Schell Deputy
Book 1078 Page 620 Ret.

PROTECTIVE COVENANTS

WHEREAS, Clarence M. Maurer and Ethel S. Maurer, his wife, are the owners of the following described real estate situated in Salt Lake County, State of Utah, to-wit: ORCHARD CREEK SUBDIVISION, a subdivision of part of Block 21, Ten Acre Plat "A", Big Field Survey; and is desirous of developing said property as a residential area with the Protective Covenants hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the following Restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described 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 reservations, restrictions, and covenants, to-wit:

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 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 finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Parts I and J.

C. Dwelling cost, Quality and Size - No dwelling shall be permitted on any lot at a cost of less than \$6,000.00 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 stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

D. BUILDING LOCATION - No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In the event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building except a garage located 50 feet or more from the front lot line shall be located nearer than 7 feet to an interior lot line, provided however, that a garage attached to the dwelling may be located within the 7 foot side yard requirements, but in no case nearer than 1 foot to said interior lot line, nor nearer than 10 feet to a dwelling on an adjacent lot. 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.

E. LOT AREA AND WIDTH - No lot shall be resubdivided into, nor shall any dwelling be erected, or placed on, any lot having a width of less than 65 feet at the minimum building set back line or any area of less than 8,000 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.

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.

PROTECTIVE COVENANTS contd.

H. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

I. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP - The architectural control committee is composed of Clarence M. Maurer, Harry Maurer and Louise H. Maurer. 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.

J. ARCHITECTURAL CONTROL COMMITTEE PROCEEDURE - 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 to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

K. TERM OF COVENANTS - 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 ten 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.

L. ENFORCEMENT OF COVENANTS - 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.

M. SEVERABILITY OR COVENANTS - 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.

Dated April 12, 1954.

Clarence M Maurer
Ethel S Maurer

STATE OF UTAH)
(ss.
County of Salt Lake)

On the 12th day of April, A.D., 1954, personally appeared before me, Clarence M. Maurer and Ethel S. Maurer, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires July 26, 1954.

Clarence M Maurer
Notary Public, Salt Lake City, Utah

