

RETURN TO - SECURITY TITLE CO.  
ESCROW DEPT.

Recorded MAR 18 1957 at 4:10 P.M.  
Request of SECURITY TITLE CO.  
Fee Paid. Hcc: 1 Taggart Chas.  
Recorder, Salt Lake County, Utah  
# 340 By J.M.A. [unclear] Deputy  
Ref.

1530470

BOOK 1398 PAGE 89

PROTECTIVE COVENANTS

of

JOHNSON SUBDIVISION #5, A SUBDIVISION OF A  
PART OF THE NORTHWEST QUARTER OF SECTION 26,  
TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE  
AND MERIDIAN, SALT LAKE CITY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, L. WALTER JOHNSON and VALBORG A. JOHNSON,  
his wife, have heretofore caused to be surveyed, platted and subdivided into  
lots and streets, the following described real property located in Salt Lake  
County, State of Utah, to wit-:

Beginning at a point which is S  $89^{\circ}-48'-10''$  East  
396.00' and South  $0^{\circ} 26'-50''$  West 40.0' from the  
N.W. corner, Sec. 26, T. 2 S., R. 1 E., S.L.B. &  
Meridian, thence S.  $89^{\circ}-48'-10''$  East 164.14', thence  
S  $0^{\circ}-14'-50''$  West 295.00', thence S  $89^{\circ}-48'-10''$  East  
120.00', thence S  $0^{\circ}-14'-50''$  West 656.15', thence  
N  $89^{\circ}-48'-10''$  West 20.00', thence N  $89^{\circ}33'-10''$  W 267.46',  
thence N  $0^{\circ}-26'-50''$  East 950.00' to point of beginning.

That the Subdivision so platted is designated and known as  
JOHNSON SUBDIVISION #5; that the plat thereof was accepted by Salt Lake County  
on MAR 18 1957, and has been recorded in the Office of the  
County Recorder of Salt Lake County, Utah, in Salt Lake City, Utah.

That the undersigned, L. Walter Johnson and Valborg A. Johnson, his  
wife, are the owners of all of the land located in said Subdivision except  
the portion thereof dedicated as public streets.

NOW, THEREFORE, all of the lots shown on the Plat of Johnson Sub-  
division #5 are held and shall be conveyed subject to the restrictions and  
covenants hereinafter set forth and all persons or corporations who hereafter  
own or have any interest in any lot in said Subdivision shall hold the same  
subject to the agreement and covenant with the other owners, their heirs,  
successors and assigns, to conform to and observe the same for a period of  
twenty-five (25) years from the date of recording; provided, however, that  
each of said restrictions and covenants shall be renewed and automatically  
continued thereafter for successive periods of Ten (10) years each; 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.

USE OF LAND

All of the lots shown on plat shall be used only for private single

family dwellings of not to exceed two (2) stories in height and a private garage for not more than two (2) cars. No animals or fowl shall be housed, maintained or kept on any of the lots except household pets.

SET BACK OF IMPROVEMENTS AND APPURTENANCES

No building shall be erected on any of said lots nearer than twenty (20) feet to the front lot line, nor nearer than eight (8) feet to any side line. The side line restriction shall not apply to a garage located on the rear one-quarter of any lot, except that on corner lots no structure shall be permitted nearer than fifteen (15) feet to the side street line.

NO TRADE OR BUSINESS PERMITTED

No trade or business of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other out-building shall be moved onto or erected on any lot for use as a residence, temporary or permanently, and no residence of a temporary character shall be permitted thereon, excepting for Contractor's temporary buildings.

PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED

No building shall be placed or erected on any lot until the design and location have been approved, in writing, by a committee composed of L. Walter Johnson, Floyd A. Johnson and LeRoy W. Johnson.

In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the Subdivision.

BUILDINGS PERMITTED

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than nine hundred (900) square feet, in the case of one-story single family dwellings, and not less than eight hundred (800) square feet in the case of one and a half or

two-story single family structures. (See Paragraph "Use of Land")

LOT REQUIRED FOR BUILDING

No residential structure shall be erected or placed on any building plot which has an area of less than eight thousand (8000) square feet or a width of less than seventy (70) feet at the front building set back line.

EASEMENT FOR UTILITIES

An easement is reserved over the rear five (5) feet of each lot, and as otherwise indicated on recorded Plat, for utility installation and maintenance.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any person, or persons or corporation, except in respect of breaches committed during its, his, her or their seisin of or title to said land, and the owner or owners of any of the lots in said Subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned, L. Walter Johnson and Valborg A. Johnson, his wife, or the owner or owners of any of the lots in this Subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed a waiver of the right to do so thereafter.

INVALIDATION OF RESTRICTIONS

The invalidation of any restriction herein contained, by judgment or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS the hands of said L. Walter Johnson and Valborg A. Johnson,

his wife, this 26 day of February, 1958.

L. Walter Johnson  
L. WALTER JOHNSON

Valborg A. Johnson  
VALBORG A. JOHNSON, his wife

STATE OF UTAH            )  
                                  ) SS  
COUNTY OF SALT LAKE )

On the 26 day of February, 1958, personally appeared before me, L. WALTER JOHNSON and VALBORG A. JOHNSON, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Marie S. DeJong  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires:  
12-58  
