

Recorded SEP 30 1964 of 1106a-
Request of TITLE INSURANCE AGENCY OF UTAH INC.
Fee Paid HAZEL YAGGART CHASE
Recorder, Salt Lake County, Utah
\$1.50 By [Signature] Deputy
Ref. _____

2031156

PROTECTIVE COVENANTS

A. KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are the owners of the following described real estate located in Salt Lake County, State of Utah, to-wit:

COPPER HILL HEIGHTS NO. 5 SUBDIVISION
according to the official plat thereof;
(Lots No. 509 through No. 528)

and are desirous of creating restrictions and covenants under them affecting said property.

NOW, THEREFORE, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants.

B.

1. 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 or carport for not more than two cars. All construction to be of new materials.

2. 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 finish 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 part C.

3. No dwelling shall be permitted on any lot at a cost of less than \$10,400.00 plus the lot 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 be not less than 900 square feet for a one-story dwelling, not less than 800 square feet for a dwelling of more than one story.

4.a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

4.b. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

4.c. 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.

B.5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat.

6. 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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. 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. No clothes drying or storage of any articles is permitted in carports, except in enclosed area designed for such purpose.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C.

1. The Architectural Control Committee is composed of John C. Duncan, Jr., 2050 Hillstream Lane, Salt Lake City, Utah; Lillie A. Campbell, 6698 So. Davis Blvd., Bountiful, Utah; and Clinton M. Black, 3542 South 2970 West, Granger, Utah. 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.

2. 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 specification 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.

- D.
- 1. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.
- 2. 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.
- 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.

WITNESS the hands of said owners this 28th day of September, 1964.

L.H. Campbell Const. Co., Inc.

Marion Difabrizio
Marion Difabrizio

Lalif A. Campbell

AKA Mariano Difabrizio
Mariano Difabrizio

AKA Marion Difabrizio
Marion Difabrizio

Lucia Difabrizio
Lucia Difabrizio

STATE OF UTAH)
County of Salt Lake) ss.

AKA Lucia Difabrizio
Lucia Difabrizio

On this 28th day of September, 1964, personally appeared before me L.A. Campbell Construction Co., Inc., by Lalif A. Campbell, Pres. Marion Difabrizio AKA Mariano, Difabrizio AKA Marion Difabrizio, Lucia Difabrizio AKA Lucia Difabrizio, and _____, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Henry Cameron
NOTARY PUBLIC



Commission Expires: 8-31-65 Residing at Salt Lake County.

Mailed _____
 Indexed Grantor _____
 Indexed Grantee _____
 Photo _____
 Abstract _____ Notes _____

In witness whereof, the grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this 28th day of September, 1964.

ATTEST:
Rosa Vida Black BOOK 2243 PAGE 38
 Secretary

VACCO CONSTRUCTION COMPANY, INC.
 A Utah Corporation
 BY: Clinton M. Black
 President

STATE OF UTAH)
) ss
 COUNTY OF SALT LAKE)

On the 28th day of Sept, 1964, personally appeared before me Clinton M. Black and Rosa Vida Black, who being by me duly sworn did say, each for himself, that he, the said Clinton M. Black is the President, and she, the said Rosa Vida Black, is the Secretary of VACCO CONSTRUCTION COMPANY, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clinton M. Black and Rosa Vida Black each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: May 27, 1967
 Notary Public
 Residing in Salt Lake City Utah

