

1430653

Recorded JUN 9 - 1955 at 2:33 P.M.  
Request of UTAH NA INVESTMENT Co.  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
# 310 By W.A. Gammell Deputy  
Book 1205 Page 578 Ref. 428 East 21st South

PROTECTIVE COVENANTS

The undersigned, Roy A. Menlove and Utahna Investment Company, owners of Utahna-Murray Subdivision #2, acting for the benefit of present and future owners of building lots in the said subdivision, do hereby impose upon the above-described land, and all of the building lots included therein, the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of land within the subdivision and all shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within said subdivision, their heirs, administrators, executors, grantees and assigns:

The covenants as hereinafter set forth are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1976, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in the above-described and named subdivision, it is agreed to change the said covenants in whole or in part.

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 any real property situated in said development or subdivision 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.

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.

C-1. LAND USE AND BUILDING TYPE. All lots in the tract shall be known and described as residential building lots. No structure shall be erected, placed or permitted to remain on any residential building plot other than single family or two family dwellings, not to exceed two stories in height and a private garage for not more than two cars.

C-2. DWELLING QUALITY & SIZE. No dwelling shall be permitted on any lot with a ground floor area of less than 750 square feet, it being the intention and purpose of the covenants to assure that all dwellings shall be of a harmonious design and consistent quality. Dwellings will be of masonry or good frame construction.

C-3. BUILDING LOCATION. Detached Dwellings. 1. Sum of side yards: All cases, minimum 10 feet for dwellings less than two stories; minimum 12 feet for dwellings two stories in height. 2. Side yards faced by required windows of habitable rooms: Minimum width of each side yard 8 feet, except that a minimum width of 3 feet is permitted in connection with residential developments when established controls provide assurance that the sum of the side yards and the distance between buildings will be a minimum of 10 feet for dwellings less than two stories in height and a minimum of 12 feet for dwellings two stories in height. 3. All other side yards: Minimum width 3 feet. 4. No structure excepting a one story open porch, shall be erected on any lots nearer than 25 feet to the lot front line, ~~except~~

C-4. LOT AREA AND WIDTH. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building set back line.

C-5. EASEMENTS. An easement is reserved over each lot for utility installation and maintenance as shown on the recorded plat.

C-6. NUISANCES. 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.

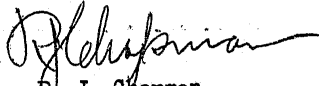
C-7. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

C-8. No chicken coops, rabbit pens or other structures for the housing of domestic animals or pets shall be erected on any of said lots.

C-9. Detached garages may be erected on any lots providing that the provisions of the Zoning Ordinance are strictly complied with and furthermore that the type of structure and materials used shall harmonize with the existing residence on said property and in no case shall said garages be constructed of shoddy materials.

In witness whereof said Roy A. Menlove and R. J. Chapman of Utahna Investment Company have caused this instrument to be executed this 7th day of June, 1955.

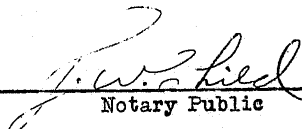
UTAHNA INVESTMENT COMPANY

By   
R. J. Chapman

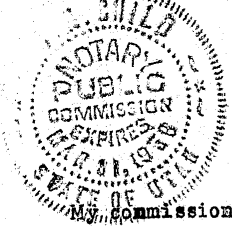
  
Roy A. Menlove

STATE OF UTAH )  
                          ) ss  
COUNTY OF SALT LAKE)

On the 7th day of June A.D. 1955, personally appeared before me, R. J. Chapman of Utahna Investment Company and Roy A. Menlove, who being duly sworn, did say that they executed and signed the above Protective Covenants.

  
Notary Public

Residing in Salt Lake City, Utah



My commission expires Mar. 31, 1958