

1501212

Recorded SEP 7 1956 at 12:12 P.M.  
Request of Carl P. Staten  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 3.40 By G. Monson Deputy  
Book Page Ref.

BOOK 1344 PAGE 252

351 So. State

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLYING TO FYANDALE SUBDIVISION, A SUBDIVISION  
OF SALT LAKE COUNTY, STATE OF UTAH

\* \* \* \* \*

That we, Thomas Fyans and Helen C. Fyans, his wife, Joseph A. Gundersen and Lamont B. Gundersen, of the County of Salt Lake, State of Utah, owners of Fyandale Subdivision, according to the official plat recorded in the office of the Recorder, Salt Lake County, State of Utah, consisting of Lots 1 to 46, inclusive, which subdivision they have caused to be approved, as required by law, and recorded in the office of the County Recorder of Salt Lake County, State of Utah; and desiring to sell and convey the same to purchasers for the purposes herein contemplated; and in order to restrict the use of said property and thereby enhance the value thereof; hereby agree that all who shall purchase said property, or any part thereof, in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects, to-wit:

USE OF LAND: No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling or one detached two family dwelling not to exceed one story in height and a private garage for not more than three cars, except as otherwise provided herein.

SETBACK OF RESIDENCES FROM FRONT AND SIDE LOT LINES:

No building shall be hereafter erected on any of said lots nearer than thirty feet to the front lot line, nor nearer than eight feet to one side lot line, nor ten feet to the other side lot line; except where there is an attached garage, then no structure shall be hereafter erected nearer than eight feet to either side lot line. The side line restrictions shall not apply to a garage located sixty feet, or more, from the front lot line, except that on corner lots no structure shall be permitted nearer than fifteen feet to the side street line.

NO TRADE OR BUSINESS PERMITTED: No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED: No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot in the subdivision which at any time shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

RESTRICTIONS TO ANIMALS AND FOWLS: No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision, except such dogs, cats and birds as are kept as household pets.

RESERVATION OR EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE: The right is hereby reserved in the covenantors, their successors or assigns, to grant easements from time to time for the installation and maintenance of utility services under and beneath or above the surface of said lots.

RESTRICTIONS TO CAPACITY: No dwelling shall be permitted on any lot in which the main floor area of the structure, exclusive of open porches, breezeways, and garages, is less than one thousand (1,000) square feet, and no structure shall be moved onto any residential lot in said plat.

RIGHT TO ENFORCE: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the first day of January, 1976, at which time said covenants shall be automatically extended for successive periods of twenty years, unless by vote of a majority of the then owners of the lots it is agreed to change 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 covenant, and either to prevent him, or them from so doing, or to recover damages, or other dues for such violation.

**BUILDING COMMITTEE:** No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and lot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Joseph A. Gundersen and Lamont B. Gundersen, or by a representative designated by the members of said committee. In the event of death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and the covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after the 1st day of January, 1961. Thereafter the approval described in this covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

**FENCES:** No fence may be constructed on any lot nearer the street line than the front line of any dwelling, nor shall any fence be constructed on any lot of a height greater than six feet.

SAVING CLAUSE: Invalidation of any one of these covenants by judgment or decree of court shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 7th day of September, 1956.

Thomas Fyans  
Thomas Fyans

Helen C. Fyans  
Helen C. Fyans

Joseph A. Gundersen  
Joseph A. Gundersen

Lamont B. Gundersen  
Lamont B. Gundersen

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 7th day of September, 1956, personally appeared before me Thomas Fyans and Helen C. Fyans, his wife, and Joseph A. Gundersen and Lamont B. Gundersen, the signers of the foregoing instrument who, each for himself, duly acknowledged to me that they executed the same.

[Signature]  
Notary Public  
Residing in Salt Lake City, Utah

My commission expires: