

MAIL TO: Harvey W. Eckman
7644 South State
Midvale, Utah
PROSPECTIVE COVENANT

2043171

BOOK 2263 PAGE 443

We, the undersigned, HARVEY W. ECKMAN, RUTH C. ECKMAN and CLARA HECHT, fee owners of the real property now duly platted COPPER VIEW HEIGHTS SUBDIVISION NO. 5, a subdivision of the City of Midvale, as said plat is now recorded in Book , Page as Entry No. 2043171 of the Official Records in and for Salt Lake County, State of Utah, hereby make the following declarations as to limitations, restrictions, and uses to which the lots constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified.

I

All lots hereinbefore described shall be known and is hereby designated as residential lots and will allow single family dwellings only, and no structure shall be erected, altered, planned or permitted to remain on any such residential lot other than above described family dwellings of not to exceed two stories in height and a private garage for not more than three automobiles.

II

Every detached single-family dwelling erected on any residential lot included in this subdivision shall cost \$13,000.00 or more and shall have a ground floor area as follows: If a one-story structure, 1,000 square feet or more; if a one and one half or two-story structure, 800 square feet or more. The ground floor area as herein referred to shall be constructed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches and garages.

III

No detached single-family dwelling shall be erected, placed or altered on any residential lot hereinbefore described unless and until building plans, specifications and plot plan showing the location of said building shall have been approved in writing as to conformity and harmony of external design with existing structures in the area covered by said residential lots and as to location of the dwelling with respect to topography and finished ground elevation, by a committee composed of Harvey W. Eckman, Lyle Webster, and L. Mathis or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event the remaining members or member of said committee shall fail within thirty (30) days after the death or resignation of any member of said committee to appoint a successor, such successor shall be appointed by the Owners of a majority of the residential lots hereinbefore described. In the event said committee or its designated representative fails to approve or disapprove such building plans, specifications, and plot plan shall 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 this 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.

IV

Not more than one detached single-family dwelling shall be erected wholly or partially on any residential lot hereinbefore described. A "Residential Lot" is hereby defined to mean each of the residential lots hereinbefore described. It is understood, however, that upon written request, the committee hereinbefore named, may in its sole discretion and in writing only, permit a detached single-family dwelling to be erected in the area covered by said residential lots hereinbefore described, partially on one and partially on another residential lot, provided that the existing boundary lines or residential lots as hereinbefore described can be changed or altered for building program purposes only by the above named committee in its sole discretion in writing. In the event any lots are so divided, altered or changed, no dwelling shall be constructed on a lot of less than 8,000 square feet.

V

No building shall be located nearer to the front residential lot line than 30 feet. No building shall be located nearer to any side street line than 20 feet. However, covered or uncovered, but not enclosed porches, balconies, portocochers, or terraces may extend beyond the building limit line not more than eight feet, and customary architectural appurtenances such as cornices, by windows, spoutings, chimneys may extend not more than four feet beyond said building line. Steps leading to dwellings may extend beyond such building line provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side line of a residential lot than eight (8) feet if garage or carport is attached to dwelling; and if garage is detached from dwelling the minimum side yard shall be eight (8) feet on one side and twelve (12) feet on the other side. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without prior approval of the Subdivision Committee. In general, no fence in excess of two feet in height will be allowed nearer the street line than the minimum building setback or within 25 feet of the intersection of two street lines at corner lots.

VI

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion hereof, nor shall any thing be done thereon which may become an annoyance or nuisance to the occupants or the remaining residential lots hereinbefore described, including the keeping or raising thereon of livestock, poultry or rabbits.

VII

No trailer, basement, tent, shack, garage or other out-building erected in, upon or about any of said residential lots hereinbefore described or any part thereof 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.

VIII

No structure shall be moved onto any residential lots hereinbefore described without a special written permit from the above mentioned committee, which may be granted only if it can be shown that the dwelling when placed on the lot will comply with any and all building restriction herein provided, and is approved by the committee hereinbefore named.

IX

An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

X

No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots, except that a single sign, not more than 3 X 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

XI

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

XII

No radio or other wires shall be maintained more than six (6) feet higher than the roof of any structure on any residential lot hereinbefore described.

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XIII

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until twenty-five (25) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XIV

If the parties now claiming any interest in said residential lots hereinbefore described, or any of them or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five (25) years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XV

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty-five (25) years from the date hereof subject to automatic extension as provided in paragraph XIII hereof.

Dated this 14 day of October, 1964.

Harvey W. Eckman
Harvey W. Eckman

Ruth C. Eckman
Ruth C. Eckman

Clara Hecht
Clara Hecht

STATE OF UTAH)
)
 : ss.

County of Salt Lake)
On the 14 day of Oct., 1964, personally appeared before me HARVEY W. ECKMAN and RUTH C. ECKMAN, and CLARA HECHT, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires 7-27-66
Residing in Salt Lake City, Utah

Don B. Bagg
Notary Public

Recorded NOV 23 1964 at 4:41 P.
Request of CARDON ABSTRACT CO.
Fee Paid HAZEL TACCAERT CHASE
Recorder, Salt Lake County, Utah
\$1.00 By [Signature] Deputy
Ref. _____