

MAY 18 1961

Recorded at Request of

*Elvin Coon*

*1171 Ridgedale Circle*

Hazel Taggart Chase, Recorder Salt Lake County, Utah

at 9:15<sup>2</sup> M Fee paid \$ *340*

By *H. Taggart*

Dep.

Book *856* Page *269* Ref.

PROTECTIVE COVENANTS

FERN C. BECKSTEAD and HENRY BECKSTEAD, her husband, and ELVIN COON and ALICE H. COON, his wife, of Salt Lake County, State of Utah, the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

"All of BECKSTEAD SUBDIVISION, according to the official plat thereof."

In consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until June 1st, 1976, at which time said covenants shall be automatically extended for successive periods of ten 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.

2. 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 the above-described tract 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.

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.

4. All above-described lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than a one-family detached dwelling, not to exceed two stories in height and a private garage for not more than two cars.

5. 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. The architectural control committee is composed of ELVIN COON, FERN C. BECKSTEAD and HENRY BECKSTEAD. 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. 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 specifications 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.

6. No dwelling shall be permitted on any lot at a cost of less than \$8,000.00 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 750 square feet.

7. The minimum side yard for any dwelling shall be 8 feet on one side and 12 feet on the other. The minimum setback line for all main buildings shall be 30 feet, and the minimum rear yard for any main building shall be 20 feet. No dwelling shall be erected or placed on any lot having a width of less than 60 feet.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot.

9. 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.

10. 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.

IN WITNESS WHEREOF, said parties have duly executed these presents, this 17 day of May, 1951.

Henry Beckstead  
Lera C. Beckstead  
Elmer Coon  
Alice H. Coon

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 18th day of May, 1951, personally appeared before me, FRED C. BECKSTEAD and HENRY BECKSTEAD, her husband, and ELMER COON and ALICE H. COON, his wife, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Fred C. Beckstead  
FRED C. BECKSTEAD  
Residing at Salt Lake City, Utah

My Commission Expires:

April 15, 1952