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Recorded at Request of Clarence Maurer MAY 18 1949

at 3:24 P.M. Fee paid \$ 4.60 Home Trust Co., Recorder Salt Lake County, Utah

By W. J. [Signature], Dep. Book 679 Page 449 Vol. 140-102-2

Taken Off

PROTECTIVE COVENANTS

Miss. Ind. # 3

WHEREAS, Clarence M. Maurer and Virginia M. Maurer, his wife, are the owners of the following described real estate situated in Salt Lake County, State of Utah, to-wit:

All of Taylor Avenue Subdivision, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, Utah,

and are desirous of developing said property as a residential area with the Protective Covenants hereinafter set forth;

NOW THEREFORE, in consideration of the premises the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof and the undersigned owners hereby declare that the aforesaid land is to be held and shall be conveyed subject to the following reservations, restrictions and covenants, to-wit:

A. Land Use and Building Type - 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 ~~and one-half~~ stories in height and a private garage for not more than two cars; provided however, that the existing dwelling on Lot 22 may be remodeled into a tri-plex house and that one additional dwelling may be erected on said lot and that two duplex or two-family dwellings may be erected on Lot 23, and as to said Lots 22 and 23 the provisions of paragraph D & E hereinafter set forth do not apply.

B. Architectural Control - 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 finished 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 Parts I and J.

C. Dwelling cost, Quality and Size - No dwelling shall be permitted on any lot at a cost of less than \$6000.00 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 650 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

D. Building Location - 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. 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 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 6 feet to the rear lot line. 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.

E. Lot Area and Width - No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 52 feet at the minimum building setback line or an area of less

(2)

than 6000 square feet.

F. Easements - 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.

G. Nuisances - 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.

H. Temporary Structures - No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

I. Architectural Control Committee Membership - The architectural control committee is composed of Clarence M. Maurer, Harry Maurer and Virginia M. Maurer. 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.

J. Architectural Control Committee Procedure - 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.

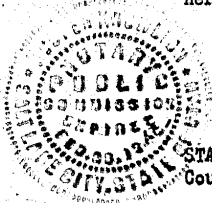
K. Term of Covenants - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods 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.

L. Enforcement of Covenants - 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.

M. Severability of Covenants - 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.

In Witness whereof said owners of the above described property have hereunto set their hands this 17th day of May, A. D., 1949.

*Clarence M. Maurer*  
*Virginia M. Maurer*



STATE OF UTAH }  
County of } ss

On the 17th day of May, A. D. 1949, Personally appeared before me, Clarence M. Maurer and Virginia M. Maurer, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires Feb 28 1952 Residing in Salt Lake City, Utah  
*Harper Howell*  
Notary Public