

Recorded at Request of Brockbank Realty Co. JUN 16 1949  
 at 7:33 A.M. Fee paid \$600 Hazel Taggart Chase, Recorder Salt Lake County, Utah  
 By W. J. [Signature], Dep. Book 686 Page 132 Ref. 38-79-37  
 Miss J. [Signature] #3

1160926

## PROTECTIVE COVENANTS

To Whom It May Concern:

The lands hereinafter described in Salt Lake County, State of Utah, and hereby declare that the building sites located within the area thereof are subject to and shall be conveyed subject to the reservations and covenants hereinafter set forth, as follows, to-wit:

The following is the description of the lands to be embraced within the aforesaid dedication:

All Lots facing Canyon View Drive in Canyon View Subdivision.

A. All lots now existing or hereafter created in the above described tract of land shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one or detached two family dwelling not to exceed  $1\frac{1}{2}$  story in height and a private garage for not more than 2 cars.

B. No building shall be erected, placed, or altered on any building plot in this described tract of land until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structure in the described tract of land, and as to location of the building with respect to topography and finished ground elevation, by a committee to be chosen by the owner of the described tract of land.

C. No building shall be located on any residential building plot nearer than 23 feet to the front lot line, nor nearer than 16 feet to any side street line. No building except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line when possible.

D. No residential structure shall be erected or placed on any building plot which plot has an area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line.

E. No trailer, tent shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence permanently, nor shall any structure of a temporary character be used as a residence.

F. No dwelling having a ground floor area of less than 700 square feet in the case of a one-story structure shall be erected wholly or partly thereon.

G. No persons of any race or nationality other than (those for whom the premises are intended, namely) the Caucasian Race, shall use or occupy any building plot or lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by the owner or tenant.

H. No signs, bill boards, or advertising structures may be erected or displayed on any of the lots except that a single sign, not more than 3x5 feet square advertising a specific lot for sale or house for rent may be displayed on the premises affected.

I. No trash, ashes or any other refuse may be thrown or dumped on any lot in said area.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1969.

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 described tract of land 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.

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 or effect.

Bert J. Schuler  
Goldie R. Schuler  
Donald R. Byington  
Maing R. Byington  
Alvin Byington  
John Byington  
Raymond P. Brockbank  
Don S. Bauden  
Ruby S. Bauden  
Carl J. Japone  
William J. Japone  
Louis J. Japone  
Viella Chandell  
Edgar K. Brockbank  
Clayton Henry  
William H. Henry  
Kenneth W. Kear  
Anna H. Kear



and sworn to before me this 15th day of June, 1949.

Roy J. Kays  
Notary Public residing at  
Salt Lake City, Utah

My Commission Expires:  
Jan 12, 1950