

1446745

Recorded SEP 15 1955 4:25 P
Request of Construction Finance Co.
Fee Paid. Hazel Stewart Chase,
Recorder, Salt Lake County, Utah
\$ 5.80 By W. H. Lamb Deputy
Book 1239 Page 330 Ref. 58180

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR AMENDED PLAT OF MT. JORDAN ADDITION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are the owners of the following described real estate situate in Salt Lake County, State of Utah, to-wit:

All Lots 1 to 54, inclusive of the
AMENDED PLAT OF MT. JORDAN ADDITION, according
to the plat recorded August 26, 1955 in Book
"P" of Plats, page 82 as Entry No. 1443455, in
the office of the County Recorder of said County;

and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

It is hereby expressly agreed by and between Mark H. Greenwood and Frances J. Greenwood, Grantors, and Boise Payette Lumber Company, a Delaware corporation, Grantee, that all of the covenants, conditions and restrictions contained herein shall be held to run with and bind the land subject thereto and all subsequent owners and occupants thereof.

1. Each and every lot shall be known as a "residential lot" and no structure or structures shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single family dwelling, together with a private garage for not more than two automobiles.
2. Each such dwelling shall contain a minimum ground floor living area of not less than nine hundred fifty (950) square feet, exclusive of porches or garages. Each such dwelling shall be constructed at a minimum cost of not less than Ten Thousand Dollars (\$10,000.00), based upon 1954 labor and material costs.
3. No structure shall be erected, placed or altered on any such building lot until the building plans, specifications and plot plan showing the location of such structure have been approved in writing as to the conformity and harmony of external design and as to location of the structure with respect to topography and finished ground elevation and as to conformity with all of the covenants, conditions and restrictions contained herein by a committee which shall consist of Mark H. Greenwood, Frances J. Greenwood and a representative of the Boise Payette Lumber Company to be designated by said Boise Payette Lumber Company. In the event of the death of any member of members of said committee, the remaining member or members shall have the power and authority to appoint a successor. The committee shall, within thirty (30) days or as soon thereafter as is practicable, approve or disapprove any plans and specifications submitted to it in writing. In the event the committee does not act, such plans and specifications may be submitted to the Sandy City Council for approval or disapproval. The failure of the committee or the City Council to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.
4. The members of the committee shall serve without compensation, and the committee nor any member thereof shall not be liable for its or his actions or decisions on any matter done pursuant to the provisions hereof.
5. No structure shall be erected within this addition which does not conform with the general standards of the subdivision. Basement dwellings, garage dwellings, trailer houses, tents, outhouses, outbuildings, shacks, etc. shall be prohibited. No structure of a temporary nature shall be used as a dwelling, either temporarily or permanently.
6. No structure shall be erected nearer than twenty-five (25) feet to the front residential lot line; however, customary architectural appurtenances such as cornices, bay windows, steps, spouts, chimneys, planter boxes, covered or uncovered porches, excluding enclosed porches, may extend an additional five (5) feet nearer the front lot line. No residential dwelling shall be located nearer than eight (8) feet to the side line of a residential lot on one side and twelve (12) feet on the driveway side; provided, however, that a garage may be erected within two (2) feet from the

side lot line. No house or garage or other structure may be erected or constructed nearer than ten (10) feet to an existing building or structure already erected or in the process of construction on any adjoining lot. No building or structure shall be erected nearer than one (1) foot to the rear property lot line. No residential structure shall be erected on any lot which has an area of less than seven thousand (7,000) square feet or a width of less than sixty (60) feet at the building front set-back line.

7. No obnoxious or offensive trade or activity or illegal practice of any kind shall be carried on upon any residential lot or any part thereof or in any building or structure or any part thereof, nor shall any activity be carried on which is or may become an annoyance or nuisance to the occupants of the adjoining or remaining residential lots in said addition. No livestock, fowl or other animal or animals shall be kept for domestic or commercial use; provided, however, that household pets such as cats or dogs may be allowed if they are not vicious, obnoxious or kept in excessive numbers.

8. No signs, billboards or advertising structure of any kind shall be erected or displayed on any residential lot or lots other than a single sign not more than two by two and one-half ($2 \times 2\frac{1}{2}$) feet in size advertising a specific lot or house for sale or rent, and said sign shall be placed only on the house or lot being so advertised; provided, however, that advertising signs by builders and materialmen will be allowed during periods of construction.

9. No trash, refuse, ashes or other rubbish may be dumped or thrown on any residential lot or portion thereof.

10. Easements of five (5) feet are reserved on the back of each lot ~~as shown on the recorded plat~~ for utility installation and maintenance and for the use of drains or other purposes that may be necessary for the promotion of the health and general welfare of the inhabitants of the addition.

More particularly described as follows:

EASEMENTS FOR PUBLIC UTILITIES, over, across and under the

East 5 feet and the North 5 feet of Lot 1

East 5 feet and the South 5 feet of Lot 3

North 5 feet of Lot 2

East 5 feet of Lots 4 to 16, inclusive

East 5 feet and the North 5 feet of Lot 17

North 5 feet of Lots 18 to 32, inclusive

East 5 feet of Lot 33

West 5 feet of Lot 34

South 5 feet of Lots 35 to 41, inclusive

East 5 feet of Lot 42

West 5 feet of Lots 43 to 54, inclusive.

11. No fences shall be erected upon any front yard nearer than fifty (50) feet from the street property line, except curbing or decorative fencing between lots; provided, however, that said fences or curbing shall not be in excess of one (1) foot in height.

12. All buildings and structures shall be constructed of brick, stone or lumber materials or combinations thereof, and no building or structure shall be constructed of cinder-block, pumice stone or any new and unproven material. No radical departures from generally accepted materials either on the interior or exterior shall be allowed.

13. All roofs shall have a pitch of not less than two (2) inches in twelve (12).

14. There shall be no duplexes or double dwellings erected in the area and no house,

basement, dwelling or structure shall be constructed, remodeled, changed or erected for the purpose of making it into an additional family dwelling, and no dwelling or structure of any kind shall be inhabited by more than a single family.

15. The committee shall have the power by unanimous vote in individual cases to waive compliance with any of the covenants, conditions or restrictions contained herein in order to prevent undue hardship; provided, however, that if any waiver is given it shall be reduced in writing and signed by all members of the committee.

16. All covenants, conditions and restrictions set forth herein shall remain with the land and be binding on all parties and persons claiming any interest in any of the land herein described or any part thereof.

17. The covenants, conditions and restrictions contained herein shall be in effect for a period of twenty-five (25) years from the date hereof, at which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, provided that at the end of such twenty-five (25) year period or any such ten (10) year period the then owners of said residential lots may, by majority vote, amend, modify or nullify said covenants, conditions or restrictions in whole or in part.

18. Any violation of the covenants, conditions and restrictions contained herein may be enjoined in a court of law or equity by the committee or by a majority of the owners of said residential lots, and any person violating said covenants, conditions and restrictions shall be liable for damages to the remaining owners.

19. The covenants, conditions and restrictions contained herein may be amended by the committee at any time upon signed petition by the owners of a majority of the residential lots in the addition. Any such amendments made by the committee pursuant to such petition shall be effective only upon written approval by the owners of a majority of said residential lots. In computing a majority each residential lot shall carry one (1) vote.

20. The covenants, conditions and restrictions contained herein are accepted by the incorporated city of Sandy, Salt Lake County, Utah, and the property herein described is and shall be subject to all laws and ordinances of said city.

21. In the event any clause, sentence, paragraph or part of this agreement shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement, but such judgment shall be confined in its operation to the clause, sentence, paragraph or part thereof specifically held to be invalid.

DATED this 9th day of September, 1955.

Mark H. Greenwood
MARK H. GREENWOOD

Frances J. Greenwood
FRANCES J. GREENWOOD

BOISE PAYETTE LUMBER COMPANY

By DUANE W. CAMPBELL
DUANE W. CAMPBELL

Julia P. Campbell
JULIA P. CAMPBELL

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 9 day of September, A. D., 1955, personally appeared before me MARK H. GREENWOOD and FRANCES J. GREENWOOD, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

W. B. Bishop
NOTARY PUBLIC

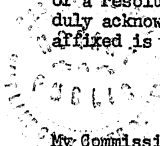
My Commission Expires:
Sept 30 1958

Residing at: Salt Lake City, Utah



STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 9th day of September, A. D., 1954, personally appeared before me A. E. Montgomery, who being by me duly sworn did say, that he, the said A. E. Montgomery, is the Vice President of BOISE PAYETTE LUMBER COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said A. E. Montgomery duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



A. E. Montgomery
NOTARY PUBLIC

My Commission expires:

Residing at: Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 10 day of September, A. D., 1955, personally appeared before me DUANE W. CAMPBELL and JULIA P. CAMPBELL, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

James C. Bishop
NOTARY PUBLIC

My Commission Expires:

Sept 22 1958

Residing at: Salt Lake City, Utah

