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PROTECTIVE COVENANTS

Recorded OCT 10 1956 at 3:46 P.M.  
Request of Wm. E. Stoker  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
§ 3.12 By Samuel A. Ham Deputy  
Ref. 201 E. Center, Middle

WILLIAM E. STOKER, JR. and ESTHER STOKER, husband and wife, being the sole owners of CLEARVIEW HOMES SUBDIVISION, a subdivision of part of the East Half of the Northeast Quarter of Section 1, Township 2 South, Range 2 West, Salt Lake Meridian, in Salt Lake County, Utah, according to the official plat thereof now of record in the office of the Recorder of Salt Lake County, acting for the benefit of present and future owners of building lots in the said subdivision do hereby impose upon all of the building lots in the above named subdivision the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of land within the subdivision and shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within the said subdivision, their heirs, administrators, executors, grantees and assigns;

The covenants as hereinafter set forth are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in the above described and named subdivision it is agreed to change the covenants in whole or in part.

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 subdivision 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.

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.

A. All 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 one and two family dwellings not to exceed two stories in height and a private garage for not more than two cars and a one story chicken coop or barn not to exceed 500 square feet.

B. In any event, no residential building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 90 feet or more from any street line, shall be located nearer than 8 feet to any side lot line and the combined width of side yards shall not be less than 18 feet. No outbuilding shall be located nearer than 90 feet to the nearest street front line. No building shall be located nearer than 1 foot to any property line.

C. No residential structure shall be erected or placed on any building plot which has an area of less than 7500 square feet or a width of less than 50 feet at the front building set back line.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence.

F. No dwelling costing less than \$10,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet in the case of a one-story structure nor less than 900 square feet in the case of a one and one-half or two story structure.

G. An easement is reserved for utility installation and maintenance as shown on plat, or in any case over the rear 5 feet of all lots.

H. No owner or tenant of any of the property in this subdivision shall allow the use of his land or outbuildings thereon to house or feed pigs.

I. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The affluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by the Health authority.

(Signed) William E. Stoker, Jr.  
William E. Stoker, Jr.

Esther Stoker  
Esther Stoker

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On the 10th day of October, 1956, personally appeared before me WILLIAM E. STOKER, JR., and ESTHER STOKER, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

Jan. 16, 1956

Wilton L. Bayles  
Notary Public  
Residing at Salt Lake City, Utah