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BOOK 1400 PAGE 611

Recorded MAR 28 1957 at 10:18 A.M.
Request of AVON V. WILLIAMS
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 3.12 By *M. W. Lamb* Deputy
Ref.

PROTECTIVE COVENANTS

1430 East 3900 South

AVON V. WILLIAMS AND MARJORIE J. WILLIAMS, his wife

TO WHOM IT MAY CONCERN:

We, the owners of the following described property:-

All of Lots 1 to 12, inclusive, SKY VIEW SUBDIVISION,
according to the official plat thereof recorded in the
office of the County Recorder, Salt Lake County, State
of Utah.

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 March 1, 1982, 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 on 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 one detached single family
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 building plot in
the above described property until the building plans, specifications and plot plan
showing the location of such building have been approved in writing as to conformity
and harmony of external design with existing structures in the said property, and
as to location of the building with respect to topography and finished ground elevation
by a committee composed of Avon V. Williams and Marjorie J. Williams, or by a
representative designated by a majority of the members of said committee. In the
event of death or resignation of any member of said committee, the remaining member,
or members, shall have full authority to approve or disapprove such design and
location, or to designate a representative with like authority. In the event said
committee, or its designated representative, fails to approve or disapprove such
design and location within thirty days after said plans and specifications have been
submitted to it or, in any event, if no suit to enjoin the erection of such building
or the making of such alterations has been commenced prior to the completion
thereof, such approval will not be required and this covenant will be deemed to
have been fully complied with. Neither the members of such committee, nor its
designated representative, shall be entitled to any compensation for services
performed pursuant to this covenant. The powers and duties of such committee,
and of its designated representative, shall cease on or after March 1, 1982.
Thereafter, the approval described in this covenant shall not be required unless,
prior to said date and effective thereon, a written instrument shall be executed by
the then record owners of a majority of the lots above described and duly recorded
appointing a representative, or representatives, who shall thereafter exercise the
same powers previously exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than thirty feet to the front lot line, or nearer than eight feet to any side lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections. If a carport or garage is constructed on the said building lot, detached or attached, it shall comply with the applicable zoning ordinances of Salt Lake County. No residence shall be erected on any of the above lots farther than sixty feet from the front lot line.

7. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 8,000 square feet or a width of less than sixty-five feet at the front building setback line.

8. 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.

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

10. The ground floor area of any dwelling permitted on any of the above described lots shall not be less than 1,000 square feet, exclusive of one story open porches and garages, in the case of a one story structure, and the ground floor area shall not be less than 900 square feet in the case of a one and one-half or a two story structure.

11. No permanent provision shall be made on any of the above described lots for the raising of poultry, or the housing of cows, horses or other livestock.

12. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

Avon V. Williams
Avon V. Williams

Marjorie J. Williams
Marjorie J. Williams

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 19th day of March, A.D., 1957, personally appeared before me, Avon V. Williams and Marjorie J. Williams, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Howard C. Bradshaw
Notary Public
Residing in Salt Lake City, Utah

