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BOOK 1723 PAGE 170

Recorded JUL 5 1960 at 3:45 P. M.
Request of *Dahl and Sagers*
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 5.80 By *F. Anselmo Deputy*
Ref. *17 East Center Street
Midvale*

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR JORDAN VALLEY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

Everett E. Dahl and Ann K. Dahl, Dorothy May Hibbard Pender, David I. Gardner and Gayle P. Gardner, and Gayle-Ann, Inc., a Utah corporation, the owners of the following-described real property situated in Salt Lake County, State of Utah, to-wit:

All of Jordan Valley Subdivision No. 1 according to the official plat thereof recorded in the Recorder's Office of Salt Lake County, 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. 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, except as provided hereinafter.

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 cost levels prevailing on the date these covenants are recorded.

3. No building shall be erected, placed, or altered on any lot until the constructions plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish 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. The architectural control committee is composed of Everett E. Dahl, Dorothy May Hibbard Pender, and David I Gardner. 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. 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 thirty (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.

4. The members of the committee shall serve without compensation, and the committee or 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 temporary or permanently.

6. No structure shall be erected nearer than thirty (30) 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 x 2 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 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.

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. Lots 1, 2, 15, and 16, inclusive, shall be subject to zoning and building regulations as may be prescribed from time to time by the Town of West Jordan.

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.

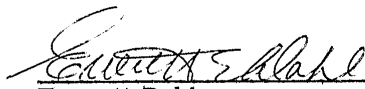
16. All covenants, conditions, and restrictions set forth herein shall remain with the land and be binding on all parties and persons claiming any interest in any of the land herein described or any part thereof.

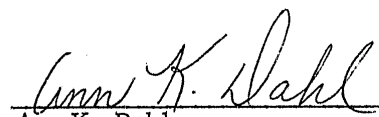
17. The covenants, conditions, and restrictions contained herein shall be in effect for a period of twenty-five (25) years from the date hereof, at which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, provided that at the end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

18. Any violations 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. 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.


Everett Dahl


Ann K. Dahl

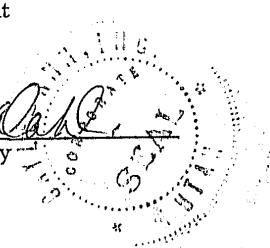
David I. Gardner
David I. Gardner

Gayle P. Gardner
Gayle P. Gardner

Dorothy Pender
Dorothy Pender

GAYLE-ANN, INC.
By David I. Gardner
President

Attest by:
Everett E. Dahl
Secretary



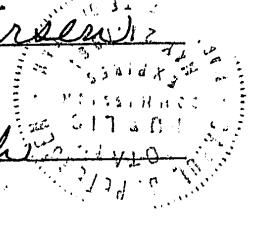
STATE OF UTAH)
: ss.
County of Salt Lake)

On this 19th day of May, 1960, personally appeared before me EVERETT E. DAHL, ANN K. DAHL, DAVID I. GARDNER, GAYLE P. GARDNER, and DOROTHY PENDER, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Carol B. Petersen
Notary Public

My Commission Expires:
May 21, 1961

Residing at:
Magna, Utah



STATE OF UTAH)
: ss.
County of Salt Lake)

On this 19th day of May, 1960, personally appeared before me EVERETT E. DAHL and DAVID I. GARDNER, to me known known as secretary and president, respectively, of Gayle-Ann, Inc., a corporation named herein, and severally acknowledged before me that they executed the same as such officers, in the name of and for and on behalf of the said corporation.

Carol B. Petersen
Notary Public

My Commission Expires:
May 21, 1961

Residing at:
Magna, Utah

