

1755 Plat 398  
NOV 4 1960  
Recorded at 11:45 a.m.  
Request of MARBLE ABSTRACT & TITLE CO.  
Fee Paid, Nellie M. Spelt,  
Recorder, Salt Lake County, Utah  
\$ 5.00 By [Signature] Deputy

**PROTECTIVE COVENANTS**

for  
**HILL ACRES NO. 2**  
a subdivision of Salt Lake County, Utah

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners of the following described real property in Salt Lake County, Utah:

All of Lots 201 to 217, both inclusive, HILL ACRES NO. 2, SUBDIVISION, a subdivision located in Block 6, Ten Acre Plat "A", Big Field Survey, Salt Lake County, State of Utah;

are desirous of creating restrictions and protective 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.

**PART A- RESIDENTIAL AREA COVENANTS**

**A-1 Land Use and Building Type.**

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed 1-1/2 stories in height and a private garage for not more than two cars.

**A-2 ARCHITECTURAL CONTROL.**

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished ground 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. Approval shall be as provided in Part B.

**A-3 DWELLING COST, QUALITY AND SIZE.**

No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 1000 square feet main floor living area for a split level dwelling.

**A-4 BUILDING LOCATION.**

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 6 feet or more in the rear of the main building. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

**A-5 LOT AREA AND WIDTH.**

No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

**A-6 EASEMENTS.**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

A-7. NUISANCES.

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

A-8 TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

PART B. ARCHITECTURAL CONTROL COMMITTEE.

B-1 MEMBERSHIP.

The architectural control committee is composed of C. D. Belcher and Blanche M. Belcher of 4197 South 500 East; Jerald Little of 4074 South 2nd West. 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.

B-2 PROCEDURE.

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 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.

PART C GENERAL PROVISIONS

C-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2 ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenant either to restrain violation or to recover damages.

C-3 SEVERABILITY.

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.

IN WITNESS WHEREOF, the undersigned have duly executed this document this 2nd of November, A. D. 1960.

Louise F. Coombs  
 Louise F. Coombs

Franklin M. Coombs  
 Franklin M. Coombs

David M. Coombs  
 David M. Coombs

C. D. Belcher  
 C. D. Belcher

Blanche M. Belcher  
 Blanche M. Belcher

Clive L. Jensen  
 Clive L. Jensen

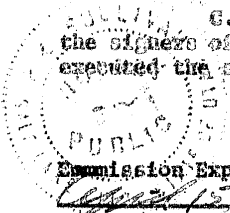
Grace B. Jensen  
 Grace B. Jensen

INSTRUCTIONS CONTAINED  
HEREAFTER NO. 2 (CONTINUATION)

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 3<sup>rd</sup> of November A.D. 1960, personally appeared before me,

G. D. BELCHER and BLANCHE M. BELCHER, his wife,  
the signers of the foregoing protective covenants, who duly acknowledged to me that they  
executed the same.



Robert L. Lindell  
Notary Public

Residing at Salt Lake City, Utah

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STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 3<sup>rd</sup> day of November A.D. 1960, personally appeared before me,

CLIVE L. JENSEN and GRACE B. JENSEN, his wife,

the signers of the foregoing protective covenants, who duly acknowledged to me that they  
executed the same.

Commission Expires  
Mar. 4, 1961

Robert L. Lindell  
Notary Public

Residing at:

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STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 3<sup>rd</sup> day of November A. D., 1960, personall appeared before me,

LOUISE F. COOMBS and her son FRANKLIN M. COOMBS and DAVI M. COOMBS, his wife,

the signers of the foregoing protective covenants who duly acknowledged to me that they  
executed the same.

Commission Expires:  
Mar 4, 1961

Robert L. Lindell  
Notary Public

Residing at:

