

1801802

BOOK 1880 PAGE 296

Recorded JAN 12 1962 at 7:42 a.m.  
Request of B. L. Farnsworth  
Fee Paid N. H. M. Jack,  
Recorder, Salt Lake County, Utah  
\$ 5.00 By *Geo. Tolson* Deputy  
Ref. *72790 N. Temple*

PROTECTIVE COVENANTS

Dated August 1, 1961

Recorded \_\_\_\_\_

Entry No. \_\_\_\_\_

Book \_\_\_\_\_, Page \_\_\_\_\_

THE UNDERSIGNED, B. L. Farnsworth, the sole general partner of LAKE VIEW INVESTMENT COMPANY, a co-partnership, owner of "VEGA PARK SUBDIVISION", which is located in the City of Magna, County of Salt Lake, State of Utah, and acting for the benefit of present and future owners of building lots in said subdivision, does hereby impose upon all of the above-mentioned land the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of the land within the subdivision and all shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within 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, 1992, 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-named subdivision, it is agreed to change the said 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The residential area covenants as herein contained shall apply in their entirety to all of the land within said subdivision excepting those specific lots numbered 67, 68 and 93, which lots may be used for recreational uses as hereinafter set forth. The land comprising said subdivision is also described as follows:

Located between Broadway, 7700 West and 8000 West and between 3100 So. and 3500 So. in the City of Magna and is located in the 1/4 Sec. Corn. between Sec's. 27 and 28, T13, R2W, S1B & M. and is more fully described on the official plat of said subdivision as recorded in the office of the County Recorder of Salt Lake County.

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 or 2 family dwellings on lots numbered 46, 85, 94, 95, 96, 97, 98, 111 and 112, and a private garage or carport for not more than two cars, except as provided for in paragraph titled "Recreational Facilities".

**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 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. Approval shall be obtained by submitting plans to the Architectural Control Committee, composed of B. L. Farnsworth, 3450 South 3530 East Street, Ernest L. Farnsworth, 2645 Rowland Drive, and Melvin Teerlink, 3789 Hermes Drive, all of Salt Lake City, Utah. 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 the 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.

**DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$11,500.00 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 900 square feet for a one-story building nor less than 900 square feet for a dwelling of more than one story.

**BUILDING LOCATION.** No building shall be located on any lot nearer than 25 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 65 feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than 15 feet to the rear lot line excepting a detached garage. For the purpose 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.

**LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 73 feet at the minimum set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

**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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**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.

**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 or any other reason, either temporarily or permanently, excepting during the actual construction of a residence, for contractor's storage.

**SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, not to exceed 2 in number, may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

**GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**RECREATIONAL FACILITIES.** These covenants, as applying to lots 67, 68, and 93 of said subdivision, are amended to the extent that the construction and operation of a swimming and recreational club will be allowed. The plans and specifications of all structures, fences and recreational facilities of any nature will be submitted to the Architectural Control Committee for approval. The nature of the activities allowed will be non-profit, for the exclusive use of legal owners or tenants of dwellings situated in said subdivision, and will be conducted under the by-laws of a corporation organized for the express purpose of operating the recreational club and in accordance with the laws of the State of Utah. Said by-laws will provide for regulations governing membership fees, perpetual care of grounds, buildings, equipment, and expenses pertaining thereto, insurance, operating rules pertaining to members, guests, hours of operation and general scope of activities permitted. In the event the majority of the home owners in said subdivision elect not to organize and build the recreational improvements as provided for herein before 2 years from date hereof, the owners and developers of said subdivision will retain ownership of the lots involved and will thereupon will be allowed to construct dwellings thereon or to sell the lots to others. In either event the lots will be subject to the same covenants as apply to all other lots in the subdivision. If the majority of the owners at or before that time elect to proceed with the organization and construction of the recreational facilities, the developers will convey title to the lots stipulated to the organization for the intended purpose and at no cost to that organization.

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

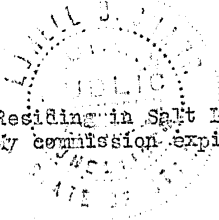
IN WITNESS WHEREOF said Lake View Investment Company has caused this instrument to be executed this the 31st day of August 1961.

LAKE VIEW INVESTMENT COMPANY

By B. L. Farnsworth  
Sole General Partner

STATE OF UTAH :  
:  
COUNTY OF SALT LAKE:

On the 31st day of August 1961, personally appeared before me, B. L. Farnsworth, who being by me duly sworn, did say that he is the sole general partner of the Lake View Investment Company and signed the foregoing instrument in behalf of said company.



Lowell J. Jones  
Notary Public

Residing in Salt Lake City, Utah  
My commission expires June 29, 1964