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Recorded at Request of Leo U. Bond SEP 4 - 1963
at 4:25 P M Fee Paid \$ 3.40
HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
By Leo U. Bond D. P. Ref.

BOOK 2094 PAGE 564

PROTECTIVE COVENANTS

40 1/2 South, 20 East
Salt Lake City 17

Leo U. Bond and Vera E. Bond, His wife; William E. Bond and Geraldine J. Bond, his wife;

-to-

Whom it may concern, We the owners of the following described property:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

All situated in Bond Subdivision, 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 September 1, 1985, 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 real property situated on 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. 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 one story in height on all said lots, or duplex by approval of Commission as provided in paragraph 12.

5. 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 arctectural control committee as to quality or workmanship and materials, harmony of external design with existing structure, 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 set back line unless similarly approved. Approval shall be as provided in paragraph 12.

6. No dwelling shall be permitted on any lot at a cost of less than \$20,000, based upon cost levels prevailing on the date

of these covenants recording; it being the intention and purpose of the covenants 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 of these covenants 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 1,300 square feet. Construction shall be of stone or brick.

7. No-----set back minimum 30 feet from all streets. Minimum 8 feet to an interior lot, except that no side yard shall be required for a permitted auxiliary building located 40 feet or more from the minimum set-back line. For the purpose of these covenants, eaves, steps, and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

8. Minimum width of lot 68 feet; minimum area approximately 8,000 square feet.

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

10. No noxious or offensive activities 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.

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

12. Architectural control commission consists of Leo U. Bond, Vera E. Bond, and William E. Bond, etc., no pay, etc. The commission 's approval or disapproval as required in these covenants shall be in writing. In event the commission or 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.

W. E. Bond

*Leo U. Bond,
Vera H. Bond
Geraldine J. Bond*

State of Utah)
County of Salt Lake) ss

On the 3rd day of September, A.D., 1963 before me the undersigned, a Notary Public for the State of Utah, personally appeared Leo U. Bond and Vera H. Bond and W. E. Bond personally known to me to be the persons described in, and whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this Certificate first above written.

My commission expires: 9-11-64

Melen B. Olsen
Notary Public, Residing at Salt Lake City, Ut.

Bond,