

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR WANDA KAY ESTATES SUBDIVISION #4

Recorded at Request of Dale L. Jensen, 1671 S. Lowell Avenue, City 17
at 2:17 PM Fee Paid \$ 20. HAZEL TAGGART CHASE, Recorder Salt Lake County, U.
By [Signature] Date OCT 9 1964

KNOW ALL MEN BY THESE PRESENTS:

Dale L. Jensen and Lois J. Jensen, his wife, owners of the following described real property situated in Salt Lake County, State of Utah, to wit:

All of Wanda Kay Estates Subdivision #4, 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 improvements 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 or double family dwelling, together with private garages and/or carports for not more than four automobiles, except as provided hereafter.
2. Each such individual dwelling, either single family or duplex unit, shall contain a minimum ground floor living area of not less than nine hundred (900) square feet, exclusive of porches or garages. Each single family dwelling shall be constructed at a minimum cost of not less than fourteen thousand dollars (\$14,000.00), 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 construction plans and specifications and a plan showing the location of the structure have been approved the 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 Dale L. Jensen, Lois J. Jensen and Gardner Engineering. 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 member 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 fully complied with.
4. 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.
5. 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 building shall be located nearer than eight (8) feet to the side line of a residential lot on either side. In event of a detached garage ten feet will be required on the driveway side, provided, however, that a detached garage may be erected within one (1) foot from the side lot line and not less than sixty-five (65) feet from the front lot line. No house or garage or other structures 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 other 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 eight thousand (8000) square feet or a width of less than sixty-nine (69) feet at the building front set-back line. All structures shall conform with the zoning requirements of Salt Lake County.

6. Also, 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.

7. 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 and one-half (2x2x½) 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.

8. No trash, refuse, ashes or other rubbish may be dumped or thrown on any residential lot or portion thereof.

9. Easements of at least five (5) feet are reserved on the back of each lot and as indicated on the recorded plat, 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.

10. All buildings and structures shall be constructed of brick, block, stone or lumber materials or combinations thereof. No radical departures from generally accepted materials either on the interior or exterior shall be allowed.

11. 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.

12. The covenants, conditions, and restrictions contained herein shall be in effect for a period of thirty-five (35) 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 thirty-five (35) 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.

13. 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 any 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.

14. 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.

Dale Jensen
Lois J. Jensen
David B. Gardner

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

On the 7 day of October, 1964, personally appeared before me, Dale L. Jensen, Lois J. Jensen and David B. Gardner, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Aug. 10 1965
My Commission Expires



Donna Rae Barlow
Notary Public.

Salt Lake City, Utah
Residing at.