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FRANK TAGGART CHASE, REALTOR BOOK 2609 PAGE 197

Lynn Jones

PROTECTIVE COVENANTS FOR
VAN COTT ADDITION SUBDIVISION

The undersigned, NAVALCO, a corporation, fee owner of the following described real estate situate in Salt Lake County, State of Utah, to-wit:

Beginning at a point in the center of 6200 South Street East 10 rods along the section line from the Northwest corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°08'58" West 246.00 feet; thence South 76°20'24" East 170.50 feet; thence South 00°14'30" West 477.00 feet; thence North 89°45'30" West 165.00 feet; thence South 00°08'58" West 497.14 feet; thence South 85°35'02" East 167.00 feet; thence Northeasterly 341.36 feet along the arc of a 1,769.86 foot radius curve to the left whose radius bears North 09°42'39" West; thence North 00°07'53" East 429.36 feet; thence South 89°45'30" East 70.21 feet; thence meandering Northeasterly along the center line of Big Cottonwood Creek to a point which bears North 10°10'18" West 505.48 feet; thence South 67°35'30" West 42.00 feet; thence North 81°23'30" West 132.89 feet; thence North 46°56'30" West 369.85 feet; thence North 89°59'36" West 33.55 feet to the point of beginning.

such property having been surveyed and divided into nine (9) parcels (hereinafter referred to as "Lots") in accordance with the plat or survey attached hereto and incorporated herein and herein referred to as Van Cott Addition Subdivision or Subdivision hereby makes the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming under them, and for the mutual benefit of and limitations upon all future owners of lots in the Subdivision. This declaration of restrictions being designed for the purpose of keeping said Subdivision desirable, uniform and suitable in architectural design and use as herein specified.

1. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for a successive period of twenty years and again so extended at the end of each extended period unless by a vote of the majority of the then fee owners of the lots at a time prior to the initial term or any extended term it is agreed to change the said covenants in whole or in part or cancel the same in whole or in part.

2. The undersigned hereby declares that the following described property within said subdivision situate in Salt Lake County, State of Utah, to-wit:

A 24 foot wide roadway known as Van Cott Road whose center line is described as follows:

Beginning at a point South 89°59'36" East 198.50 feet and South 46°56'30" East 369.85 feet and South 81°23'30" East 20.94 feet from the Northwest corner of Section 23, Township 2 South, Range 1 East, Salt Lake Meridian and running thence South 45°14'30" West 85.20 feet; thence 157.08 feet along a 100 foot radius curve to the left; thence South 44°45'30" East 13.00 feet; thence 113.76 feet along a 144.85 foot radius curve to the right; thence South 0°14'30" West 95.00 feet; thence 198.86 feet along a 759.57 foot radius curve to the right; thence South 15°14'30" West 186.53 feet to the end of the described road.

is a private right-of-way and grants to each owner of a lot in Van Cott Addition Subdivision the full right of ingress and egress over said right-of-way; such right-of-way or easement being appurtenant to the said lot being transferred therewith and not severable therefrom.

3. There is appointed an initial Subdivision Committee, composed of three members, as follows:

Zora R. Van Cott
E. H. Throndsen
Michael Van Cott

and such committee may by its own motion expand to be composed of not more than five members. Any vacancies on the committee occurring by reason of expansion or otherwise may be filled as hereinafter provided.

4. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height and a private garage for not more than four (4) cars. Servants' quarters may be attached to or a part of the garage, but in no event may these or any portion of any structure erected on the premises be rented or offered for rent.

5. This Subdivision is not intended to be divided for or used for a commercial area; therefore, livestock and fowls raised for this purpose will not be permitted in the area. However, this provision does not prohibit the raising of small birds, fowls or animals as pets as long as said animals are maintained as in this paragraph provided. Saddle horses for family use only may be maintained on lots 5, 6 and 7, but shall be prohibited on all other lots. All pets must be housed and maintained in such a way so as not to be a nuisance or create an unsightly or odoriferous condition in the area. No signs shall be displayed on any lot other than a "For Sale" sign not over 18 inches by 24 inches.

6. No building, garage or other outbuildings shall be erected or constructed on any lot until the design, location and structural stability has been approved in writing by the Subdivision Committee. In the event there are no surviving members of the Committee, and after 30 days' notice to the individual fee owners of each of the lots said owners fail to appoint a Subdivision Committee, or if a Committee appointed fails to act within 60 days after submission of plan, then approval will not be required, but all construction must conform to the other requirements contained in these restrictions and the construction must cost not less than \$25,000.00.

7. All buildings must be situated on the lot in conformity with the set back requirements of the Subdivision Committee, but in no event shall any building be located nearer than 10 feet to any side lot line or nearer than 10 feet to the front lot line.

8. No residential structure shall be erected or placed on any building plot, which plot has an area of less than one acre.

9. No residential structure shall be erected which has less than 1800 square feet of ground floor area, excluding a garage and out-buildings.

10. No landscaping shall be begun until the plans and specifications therefor have first been approved by the Subdivision Committee.

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

12. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

13. An easement is reserved over the rear six feet of each lot and in the right-of-way above described for irrigation, utility installation and maintenance.

14. If any party owning or occupying any lot in the Subdivision shall violate or attempt to violate any of the covenants herein it shall be lawful for the Subdivision Committee and/or any other person or persons owning or occupying 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 covenant to prevent him or them from so doing and to recover damages for such violation, including costs and reasonable attorneys'

fees and also obtain such other equitable relief as may be necessary to enforce these covenants.

15. The Subdivision Committee shall have the duty to maintain the right-of-way used for ingress and egress to and from the various lots in the Subdivision, and one-ninth of the costs incurred by such Committee in the reasonable maintenance thereof must be paid by the owner of each lot in the Subdivision. If, after demand, an owner does not pay his one-ninth share, then such share shall be a lien against his property upon the filing by the Subdivision Committee of a notice stating the amount due, describing the lot and giving the owner's name. The lien may be enforced and foreclosed in the manner as provided from time to time in Title 58, Chapter 23, Utah Code Annotated.

16. The Committee above named shall continue as such until their successors are duly appointed and qualified as herein provided. Upon the resignation or death of any committee member, the remaining member or members may appoint successors so long as the successors are either owners or occupiers of one or more of the lots in the Subdivision. The majority of the owners of the lots in the Subdivision, on notifying each fee owner of a lot and each occupant of a lot of the time, place and purpose of a meeting, may terminate existing committee members and elect new committee members. New committee members are qualified by filing a certificate with the County Recorder of Salt Lake County, certifying the name of the new committee member and the name of the person replaced. Until a committee member is qualified, the old committee member may act. Notice to fee owners as herein provided will be deemed sufficient if mailed to the address indicated for the owner on the County Assessor's rolls. Each lot shall have one vote.

17. Each owner, by accepting a deed to a lot in this Subdivision or each person occupying a lot in this Subdivision by taking possession thereof, grants to Salt Lake City Suburban Sanitary District a right and easement along the road right-of-way indicated in the plat of Van Cott Addition Subdivision for the purpose of placement and maintenance of a sewer line and sewer connections, and each owner does also agree to comply with all the rules and regulations of the District and subject his lot to any liens, rights of ingress or egress for services rendered by the District as may from time to time be duly and regularly adopted by said District and reasonably required in the construction and maintenance of the sewer line.

18. It is expressly agreed that in the event any part or portion of this agreement is held invalid or void that that portion hereof is severable and shall in no way affect the remainder hereof.

IN WITNESS WHEREOF, the owner of the land above described, makes, publishes and declares these restrictive covenants to be restrictions upon the use of the property above described and that henceforth any portion of said property above described must be taken subject to these conditions.

DATED as of this 12th day of September 1967.

ATTEST:

NAVALCO, a corporation

Rex A. Guymon
Assistant Secretary

By W. E. Myrick
Its President

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 12th day of September, 1967, personally appeared before me W. E. Myrick and Rex A. Guymon, the signers of the above instrument who are personally known to me, who duly acknowledged to me that they executed the same as President and Assistant Secretary of NAVALCO, a corporation, and they executed the same on behalf of such corporation by authority of its by-laws.

W. E. Myrick
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My commission expires:

9-1-70

