

2344622

BOOK 2885 PAGE 261

ROSE BASIN ESTATES
PROTECTIVE COVENANT

Recorded AUG 6 1970 at 4:22 P.M.
Request of JAMES F. LONG
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$4.00 By [Signature] Deputy
Ref. 14000 SOUTH 3600 WEST RIVINGTON, Fee 240.05

We, the undersigned CORA B. HAMILTON owners of the real property now duly platted as as set forth on Page III, and all the property pertaining thereto, as said plat is now recorded in Book GG Page _____ as Entry No. _____ of the official records in and for Salt Lake County, State of Utah, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said additions desirable, uniform and suitable in architectural design and use as herein specified:

Not more than one (1) Mobile Home per 5 acre lot shall be allowed. Size of Mobile Home shall not be less than 8' x 40' and shall not be used as a permanent residence nor as a temporary residence for more than a 2-year period, subject to the authorization of the Salt Lake County Planning and Zoning Boards.

I.

LAND AND BUILDING TYPE USE. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than 4 cars, may be constructed if the plans and specifications are granted prior approval by the Architectural Control Committee designated in paragraph XI of this agreement.

II.

DWELLING COSTS, QUALITY AND SIZE. All dwellings constructed on any lot shall cost not less than \$15,000 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 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 not be less than 950 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story.

III.

BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 50 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that a 2 feet side yard shall be required for a detached garage located 45 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 75 feet to the rear lot line. For the purposes of this covenant, coves, 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 of a lot to encroach upon another lot.

IV.

OUTBUILDINGS AND ANIMALS. Outbuilding to be permitted for private use to shelter domestic animals for private use, but not commercial use unless approved by Committee. No pigs, chickens or goats shall be kept on any lot, unless their purpose is domestic and for the owners' personal use, Subject to Article VI.

V.

EASEMENT. Easement for installation and all maintenance of utilities and drainage facilities, roads and ditches as necessary for continued development reserved for all Buyers of property as Joint Owners subject to this Protective Covenant as it may be applicable through continued phases of developments.

VI.

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.

VII.

TEMPORARY STRUCTURES. No basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described, or any part thereof, 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 without Committee approval.

VIII.

PREBUILT STRUCTURES. No structures shall be moved onto any residential lots hereinbefore described without a special written permit from the above mentioned Committee which may be granted only if it can be shown that the dwelling when placed on the lot will comply with any and all building restrictions herein provided, and is approved by the Committee hereinafter.

IX.

SEWAGE DISPOSAL. Until such time as a sanitary system shall have been constructed to serve this subdivision, a sewage system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The affluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this State and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

X.

ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any of said lots 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. Approval shall be provided in these protective covenants. The Architectural Control Committee shall retain a copy of the plans and specifications of a proposed structure until said structure has been completed so as to ascertain that the structure is in compliance with the approved plans and specifications.

XI.

ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of Cora B. Hamilton, Elaine Mascaro, and Keith E. Sohm. 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 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.

XII

GENERAL PROVISIONS, TERMS. 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorder, agreeing to change said covenants in whole or in part.

XIII.

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

XIV.

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order in no way affects any of the other provisions which shall remain in full force and effect.

Dated this 6th day of August, 1970.

x Cora B. Hamilton

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

Elaine Mascaro

Keith E. John

On the 6th day of August, 1970, personally appeared before me CORA B. HAMILTON and ELAINE MASCARO, the signers of the within instruments, who duly acknowledged to me that they executed the same.

Kathleen B. Ecken
NOTARY PUBLIC

My commission expires:

7/31/73

Residing at:

Salt Lake City, Utah



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

On the 6 day of August, 1970, personally appeared before me _____, one of the signers of the within instrument who duly acknowledged to me that he executed the same.

[Signature]
NOTARY PUBLIC

My commission expires:



7/5/76

Residing at:

Salt Lake City, Utah

COMMENCING at the Northeast corner of Section 4, Township 4 South, Range 2 East, Salt Lake Base and Meridian, Salt Lake County; thence North 0° 15' 05" West a distance of 492.42 feet to a point on the Southerly boundary of a State Road; thence North 79° 30' West along said Southerly boundary a distance of 892.66 feet to a point; thence South 80° 58' 55" West a distance of 454.05 feet to a point; thence North 89° 57' 05" West a distance of 1159.65 feet to a point; thence South 0° 15' 05" East a distance of 579.03 feet to a point; thence North 89° 51' 05" West a distance of 165.72 feet to a point, said point being the North quarter corner of said Section 4; thence South 0° 14' 13" West along the North-South mid-section line of said Section 4, a distance of 1418.34 feet to a point; thence East a distance of 2652.08 feet to a point on the East Section line of said Section 4; thence along said East Section line North 0° 11' 55" East a distance of 1412.13 feet to the real point of COMMENCEMENT.

