

Recorded AUG 11 1970, 3:14 P.m.  
 Request of GAI-LAND REALTY & INSURANCE CO.  
 Fee Paid HAZEL TAGGART CHASE  
 Recorder, Salt Lake County, Utah  
 \$ 6.00 By *[Signature]* Deputy  
 Ref. *[Signature]*

COVENANTS & RESTRICTIONS

7922 SOUTH STATE, MIDVALE,  
 84047

KNOW ALL MEN BY THESE PRESENTS:

## PART A. PREAMBLE.

That as of this date, July 15, 1970, GAI-LAND REALTY & INSURANCE COMPANY whose address is 7922 South State Street, Salt Lake County, Utah is the owner of the following described property situated in Salt Lake County, Utah to-wit:

All Lots of Gai-Land Estates Number Three Subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, State of Utah. Said Owner is desirous of creating restrictions and covenants affecting said property as follows:

## PART B. RESIDENTIAL AREA COVENANTS.

B-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential and agricultural purposes. Except on Lots 27 and 28, Gai-Land Estates No. 3 Subdivision, no building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single-family dwelling, not to exceed two stories in height, a private garage or carport for not more than three cars, and such other accessory buildings as are approved by the Architectural Control Committee. Lots 27 and 28 may be used for multiple dwellings including duplexes, tri-plexes, and four-plexes, subject to the approval of the Architectural Control Committee.

B-2. 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 Committee as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography, and other residences and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street, then the minimum building setback line unless similarly approved.

B-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00, including the lot, based upon the cost of levels prevailing on the date these covenants are recorded, 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 these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground area of the main structure,

exclusive of one-story open porches and garages, shall be not less than 1000 square feet, for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one-story.

B-4. BUILDING LOCATION. Except on Lots 27 and 28, no building shall be located on any lot nearer than 30 feet or further than 50 feet from the front lot line, or nearer than 8 feet to any side lot line, or nearer than 20 feet to any side street line, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the front lot line. For the purpose of this covenant, 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 on a lot to encroach upon another lot. No residential structure shall be erected or placed on any of the above described building lots, which lot has a width of less than 95 feet at the front building setback line.

B-5. EASEMENTS. Easements for installation and maintenance of utilities, irrigation, and drainage facilities and bridle paths are reserved as shown on the recorded plat. 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 water through drainage channels in the easements or to obstruct the free, safe and sanitary use of the bridle paths.

The easements 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.

B-6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(a.). No clothes drying or storage of any articles is permitted in carports unless in enclosed areas designed for the purpose.

(b.). No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-ups can be parked on driveway areas.

Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports, or on the rear yard areas of each lot.

(c.). Each lot, together with its portion of the bridle path, is to be developed and maintained by its owner in an attractive, safe and sanitary manner.

B-7. FENCES. The maximum heights on any fence shall be 6 feet and shall not extend beyond the front setback of the dwelling, provided, however, that the Architectural Control Committee shall have the power to grant variances for retaining walls or fences to extend beyond the front setback line.

B-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently, except during actual construction of home for a maximum duration of six months.

B-9. 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. No street or front yard storage of non-rolling or junk autos shall be allowed.

B-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-11. 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, minerals 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.

B-12. LIVESTOCK AND FOWL. Pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink, swine, goats, and dog kennels are not permitted on any lot either temporarily or permanently. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner to prevent offensive odors, insects and disease.

Predatory and destructive animals or fowl are to be adequately restrained to prevent marauding nuisance, or damage to other property owners.

B-13. 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 tri-angular area formed by the intersection of the street property lines extended.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

C-1. MEMBERSHIP. The Architectural Control Committee is composed of Yvonne L. Giorgio,

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6795 South 1530 East, Salt Lake County of Utah, Hal K. Larsen, 2523 West 7000 South, West Jordan, Utah and William J. Musser, 8349 South 1000 East, Sandy, Utah. A majority of the committee may designate a representative to act for it. In the event of the death or the 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 pursuant to this covenant.

At any time, the then record owners of all of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or withdraw from the committee or restore to it any of its powers and duties.

C-2. PROCEDURE. If the committee or its 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. The Committee's approval or disapproval as required in these covenants shall be in writing.

PART D. GENERAL PROVISIONS.

D-1. TERM. 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 Forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT. Enforcement shall be by 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. Enforcement may be by the Architectural Control Committee or by any affected property owner or owners.

D-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART E. ATTEST.

Witness our hands this 15th day of July, 1970.

GAI-LAND REALTY & INSURANCE COMPANY

*William J. Musser*  
\_\_\_\_\_  
President

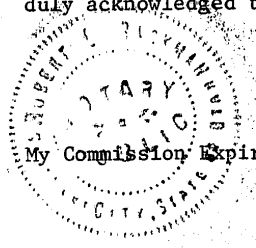
*Hal K. Larsen*  
\_\_\_\_\_  
Vice President

*Yvonne L. Giorgio*  
\_\_\_\_\_  
Secretary

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

On the 15th day of July 1970, A. D. personally appeared before me William J. Musser, Hal K. Larsen and Yvonne L. Giorgio who being by me duly sworn did say, each for himself, that he, the said William J. Musser is the president, and he, the said Hal K. Larsen is the Vice President and she, the said Yvonne L. Giorgio is the secretary of GAI-LAND REALTY & INSURANCE COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said William J. Musser, Hal K. Larsen and Yvonne L. Giorgio each duly acknowledged to me that said corporation executed the same.

*[Signature]*  
\_\_\_\_\_  
Notary Public



My Commission Expires January 15, 1974 My residence is Salt Lake City, Utah.