

2371561

ORDER NUMBER

138042

RETURN TO
LRW

SECURITY TITLE
ESCROW DEPT.

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR LOTS 3 through 25, inclusive, RAMANEE SUBDIVISION #2, recorded July 22, 1970, as Entry No. 2342370 in Book HH at Page 94 of Official Records as follows:

KNOW ALL MEN BY THESE PRESENTS:

B and P LAND DEVELOPMENT, INCORPORATED, owners of the following described real property situated in Salt Lake County, State of Utah, to wit:

All of RAMANEE SUBDIVISION NO. 2, according to the official plat thereof recorded in the Recorder's Office of Salt Lake County, Utah. Except Lots 1, 2, 26 through 53.

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. The double family dwelling lots specified are Lots 9, 10, 16, 22, 24, and 25.

2. Each such individual dwelling, either single family or duplex unit shall contain a minimum ground floor living area of not less than eight hundred fifty (850) square feet, exclusive of porches or garages. Each single family dwelling shall be constructed at a minimum cost including the lot of not less than sixteen thousand dollars (\$16,000.00) 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 by the architectural control committee as to quality or workmanship and materials, harmony or 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 setback line unless similarly approved. The architectural control committee is composed of Fred S. Bailey, Joseph T. Pepper, and Parley J. Lang. 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 plan 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.

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 permanent.

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 structure 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 but wing walls will be acceptable. 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 (8,000) square feet or a width of less than sixty-five (65) feet at the

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building from 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 by two and one-half (2 x 2½) 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, ashes, or other rubbish may be dumped or thrown on any residential lot or portion hereof.

9. Easement of 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 drainage 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 forty (40) 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 forty (40) 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 part.

On 16th day of February, A.D. 1971.

B & P LAND DEVELOPMENT, INC.

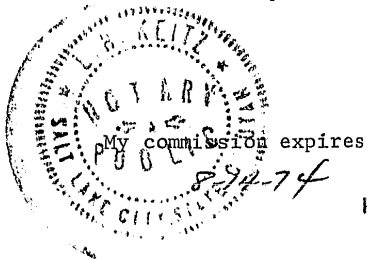
Fred S. Bailey
Fred S. Bailey, Vice President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 16th day of February, A.D. 1971, personally appeared before me FRED S. BAILEY, who being by me duly sworn, did say that he, the said FRED S. BAILEY is the VICE PRESIDENT of the B & P LAND DEVELOPMENT, INC., 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 FRED S. BAILEY duly acknowledged to me that said corporation executed the same.

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[Signature]
Notary Public
Residing at Salt Lake City, Utah



Recorded FEB 17 1971 at 11:21 A.M.
Request of SECURITY TITLE COMPANY.
Fees Paid, JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$3.00 By [Signature] Deputy