

2437960

PROTECTIVE COVENANTS

We, the undersigned, DEAN B WEBB, and LAWANA W. WEBB, President and Secretary, Treasurer, of NOBLE LAND DEVELOPMENT and INVESTMENT COMPANY INC. Owners of the real property now duly platted as NOBLE HEIGHTS #1, property described as follows:

Beginning at a point which is East 1044.55 feet and South 40.0 feet from the northwest corner of Section 32, Township 2 South, Range 1 West, Salt Lake Meridian, and running thence East 451.00 feet; thence South 212.50 feet; thence East 190.65 feet; thence South 0°38' West 1374.49 feet; thence West 320.00 feet; thence North 18°32' West 621.80 feet; thence North 8°12' West 400.00 feet; thence North 4°55' 11" West 603.66 feet to the point of beginning. Contains 18.31 Acres.

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 they 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 desirable, uniform, and suitable in architectural design and use as herein specified,

PART A. RESIDENTIAL AREA COVENANTS

1. Land Uses and Building Type. No lot shall be used except for residential and agricultural purposes or designed to be used for other than one or more of the following uses:

A. Any use permitted in Residential Zone R - 3 on lots numbers - 3 - 5 - 7 - 9 - 11 - 13 - 29 - and 30.

B. No building shall be erected, altered, placed or permitted to remain on any other lot other than one detached family dwelling not to exceed two stories in height and a private garage or carport for not more than three vehicles for each family. All construction to be of new materials, except used brick or other ornamental material previously approved by the Architectural Control Committee.

C. Only lots permitted for multiple dwellings as stated, in line A.

2. Architectural Control. No building shall be erected, altered, placed or permitted 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 of 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. Approval shall be as provided by Part B.

3. Dwelling Cost, Quality and Size. No single dwelling shall be permitted on any lot at cost of less than \$20,000.00, and no multiple units at a cost of less than \$12,000.00 per unit, including lot, based upon cost 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 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 main floor area of the main structure, exclusive of open porches and garages shall be not less than 1100 square feet for a single family detached dwelling, nor less than 900 square feet for each multiple unit.

4. Building location.

(a). No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no dwelling shall be located on any lot nearer than 30 feet or further than 50 feet from the front lot line, or nearer than 20 feet to any street line. All out buildings for animals must be located to the rear of the residential structures, on the odd numbered lots from 3 through 27 inclusive. Hutches, pens, coops and ect. must be at least 20 feet from the east subdivision boundary line.

(b). No building shall be located nearer than 10 feet to any interior lot line, except that a one-foot minimum side yard shall be required for a garage or other permitted accessory building located 80 feet or more from the minimum building setback line.

(c). For the purpose of these covenants, eaves, steps, and open porches shall not be considered as a 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.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than one-half acre except that a dwelling structure may be erected or placed on each lot as shown on the recorded plat, provided that the above front and side and rear yard clearances are maintained.

6. Easements. Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements, no structure, planted 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 obstruct or retard the flow of water through drainage channels in the easements. The easement 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.

7. 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. No clothes drying or storage of any articles will be permitted in carports, except in enclosed areas built and designed for such purposes.

8. Temporary Structures. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporary or permanently.

9. 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 square feet advertising the property and sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Livestock and Poultry. Animals, livestock, or poultry of any kind are allowed provided they are not kept in violation of present zoning ordinance,

or maintained for any commercial purposes and except:

(a). No horses, or cattle will be allowed on lots numbered, 3 - 5 - 7 - 11 - 13 - 9 - 15 - 17 - 19 - 21 - 23 - 25 - 27 - 29 - and 30.

11. 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 materials shall be kept in a clean and sanitary condition.

12. 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 triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or ally pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. 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, mineral 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.

#### PART B. ARCHITECTURAL CONTROL COMMITTEE.

1. No building shall be erected, placed or altered on any lot until the construction plans and specifications and 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. No fence or wall shall be erected, placed or altered on any minimum building setback line unless similarly approved. The Architectural Control Committee is composed of Dean B Webb, Joseph E. Williams, and Lawana W. Webb, all of West Jordan, Utah. 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 or the committee nor its designated representatives 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 duly recorded written instrument to change the membership or the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee approval or disapproval as required is these covenants shall be in writing. In the event the committee, or its designated representatives, fail 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 there of, approval will not be required and related covenants shall be deemed to have been fully complied with.

PART C. GENERAL PROVISIONS

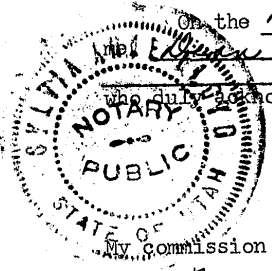
1. Terms. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an 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.
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 to recover damages.
3. Severability. Invalidation to 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.

Dated this 15 day of July 1971.

Dean B Webb  
Lawana H. Hebb  
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 \_\_\_\_\_

STATE OF UTAH )  
County of Salt Lake ) ss:

On the 15th day of July 1971, personally appeared before me Dean B Webb and Lawana H. Hebb, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Sylvia Anne Lloyd  
 NOTARY PUBLIC  
Gandy Utah  
 Residing at:

My commission expires: 7-10-73

Recorded FEB 17 1972 at 2:40 p.m.  
 Request of Dean Webb  
 Fee Paid JERADEAN MARTIN  
 Recorder, Salt Lake County, Utah  
 \$ 5.00 By [Signature] Deputy  
 Ref. 8760 So Hebb Road  
West Jordan Utah  
84084

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