

2555935

PROTECTIVE COVENANTS for SCHNEITER SUBDIVISION #3

WHEREAS, Thair Q. Schneiter and Louisa A. Schneiter, his wife, and George M. Schneiter and JoAnn D. Schneiter, his wife, are the owners of the following described real estate situated in Salt Lake County, State of Utah, to-wit:

Lots 1 to 24, inclusive, SCHNEITER SUBDIVISION #3, in the City of Sandy, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County.

and are desirous of developing said property as a residential area with the Protective Covenants hereinafter set forth:

NOW THEREFORE, in consideration of the premises, the following Restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof and the undersigned owners hereby declare that the aforesaid land is to be held and shall be conveyed subject to the following reservations, restrictions, and covenants, to-wit:

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, and no lot may be subdivided. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling with a minimum of 1300 square feet on the main floor and a private garage which may or may not be attached to the house as shall be determined by the Architectural Control Committee.

B. 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 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 finished 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 in Parts C and D.

C. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of Thair Q. Schneiter and George M. Schneiter. The committee may appoint a representative to act for it. In the event of death or resignation of either 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.

D. ARCHITECTURAL CONTROL COMMITTEE PROCEDURE. The committee's approval or disapproval as required in the covenants shall be in writing. In the event 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.

E. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, barn, garage, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

F. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot.

G. 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.

H. TERM OF COVENANTS. 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 twenty-five 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.

(continued)

I. ENFORCEMENT OF COVENANTS. 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.

J. SEVERABILITY OF COVENANTS. 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.

Witness our hands this 11th day of July, 1973.

Thair Q. Schneider

Louisa A. Schneider

George M. Schneider

JoAnn D. Schneider

State of Utah
County of Salt Lake

On the 11th day of July, 1973, personally appeared before me Thair Q. Schneider and Louisa A. Schneider, his wife, George M. Schneider and JoAnn D. Schneider, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

Edward [Signature]
Notary Public

Commission expires:
6-22-76

Residing at SALT LAKE CITY, UTAH