

2575821

PROTECTIVE COVENANTS

OCT 15 1973 at 12:31 P.M.
Recorded _____
Request of WESTERN STATES TITLE CO.
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 5.00 By _____ Deputy
Ref. _____

McKEAN CONSTRUCTION COMPANY and WESTERN STATES TITLE COMPANY, owners of the following described property located in Salt Lake County, State of Utah,

to-wit:

PART A. PREAMBLE

Lots 1-95 inclusive, NUTREE WEST SUBDIVISION, a subdivision of part of the Northeast quarter of Section 26, Township 2 South, Range 1 East, Salt Lake Meridian according to the plat thereof, recorded in the office of the County Recorder of Salt Lake County.

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 as follows:

The residential area covenants in Part B, in their entirety shall apply to NUTREE WEST SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

PART B. RESIDENTIAL AREA COVENANTS:

B-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage and/or carport for not more than three cars.

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 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.

B-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon the 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 700 square feet (ground floor or main-floor area) for a dwelling of more than one story.

B-4 BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front line, or nearer than 20 feet to any side street line, or nearer than 8 feet to any interior lot line. The minimum distance from the main building to the rear lot line shall be 15 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage and/or carport or other permitted accessory building may be located next to a side lot line as long as it is 40 feet from the minimum building setback line and is on an interior lot.

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B-5 IOT AREA AND WIDTH. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 6,000 square feet.

B-6 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities, are reserved over the rear five feet of each lot or as shown on the recorded plat. 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 the public authority or utility company is responsible. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or drainage facilities. No excavating, filling, grading, construction of embankment or other physical alterations shall be made with respect to any of said lots which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

B-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 which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

B-8 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

B-9 SIGNS. No signs 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 5 square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

B-10 OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-11 LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs or cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

B-12 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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

B-13 LANDSCAPING. Trees, lawn, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

B-14 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 rectangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street lines or in case of a rounded property corner 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 alley 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.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1 MEMBERSHIP. The Architectural Control Committee is composed of RICHARD F. McKEAN, 1209 Wilmington Ave, Salt Lake City, Utah; A. NEFF TAYLOR, 2070 East 3580 South, Salt Lake City, Utah; and R. GORDON PORTER, 1535 East 3300 South, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members of the committee 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.

C-2 PROCEDURE. 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 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.

PART D. GENERAL PROVISIONS

D-1 TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of lots have been recorded changing said covenants in whole or in part.

D-2 ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

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

Dated this 6th day of August, 1973.

McKEAN CONSTRUCTION COMPANY

BY: Richard F. McKeen
Richard F. McKeen, President

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

On the 6th day of August, 1973, personally appeared before me Richard F. McKeen, who being by me duly sworn, did say that he is the president of McKEAN CONSTRUCTION COMPANY, a Utah Corporation by authority of a resolution of its Board of Directors, and said RICHARD F. McKEAN acknowledged to me that said McKEAN CONSTRUCTION COMPANY executed the same.

Shen J. Anderson
Notary Public

My Commission expires 2-2-77
Residing in Salt Lake City, Utah

WESTERN STATES TITLE COMPANY

BY: Lewis S. Livingston
Lewis S. Livingston, President

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

On the 6th day of August 1973, personally appeared before me LEWIS S. LIVINGSTON, who being duly sworn, did say that he is the PRESIDENT of WESTERN STATES TITLE COMPANY, Salt Lake City, Utah, and that said instrument was signed in behalf of said Company by authority of a resolution of its Board of Directors, and said LEWIS S. LIVINGSTON, acknowledged to me that said WESTERN STATES TITLE COMPANY executed the same.

Shen J. Anderson
Notary Public

My Commission expires 2-2-77
Residing in Salt Lake City, Utah

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