

2848830

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
FOR JOHNSON & ANDERSON
SUBDIVISION #1

Know all men by these presents:

In consideration of the premises and as part of the general plan for improvement of this subdivision, inclusive of all of Lots 1 through 16, it is hereby understood and agreed that the following restrictions and covenants to apply to said property.

1. Minimum Acreage. No lot shall be divided more than one time; that is, no lot shall be divided into less than $\frac{1}{2}$ (one-half) of its original acreage, except for lot #11 which can be divided into four parcels.
2. Land Use and Building Type. No lot shall be used except for residential or agricultural purposes.
3. Minimum Square Footage. No home shall be permitted on any lot with an area less than 1,500 sq. ft. excluding basement and garage. The exterior construction of each home shall consist of at least 75% masonry. Garages shall be of two-car dimension and shall conform to the general construction of the home.
4. Building Locations. No building shall be located nearer than eight (8) feet to any side lot.
5. Outbuildings. All outbuildings shall be constructed in accordance with building permit laws, and shall be maintained in a presentable manner.
6. Temporary Structures. No structure of a temporary character; basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence either temporarily or permanently. No trailer shall be used on any lot for a permanent residence, two years being the maximum time allowed as a temporary residence.
7. Dwelling Construction. Each dwelling shall be of new construction. It shall not be permissible to move used dwellings onto any lot.
8. Irrigation and Drainage. It shall not be permissible to obstruct in any way the natural process of irrigation and drainage flow with adjoining lots, nor shall drainage water be allowed to disrupt adjoining lots.
9. Animal Restriction. It shall not be permissible to have on the premises of any one lot at any time more than the following numbers of the following types of animals: five adult beef or milk cattle, three adult pigs, three adult dogs, twenty sheep, or one hundred chickens. All other animals not specifically mentioned herein are not subject to restriction, except there shall be no boarding or pasturing of horses for others. All animals shall be properly contained on their owners' premises and in such a manner as to not be offensive to the neighborhood.
10. Attachment to Sewer. The owner of any lot accessible to the sewer shall agree to restore (at his, her, or their cost) any other properties disturbed because of excavation or other processes necessary for connection to sewer, to its original state just prior to excavation.

GENERAL PROVISIONS

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 (see next page)

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 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.

Alma G. Johnson
Alma G. Johnson

A. & E. Johnson & Associates

C. Erlene Johnson
C. Erlene Johnson

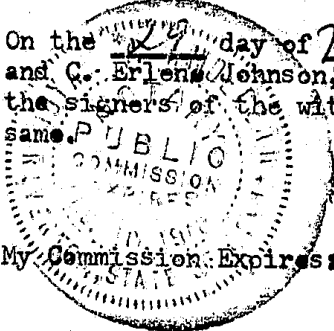
Stephen R. Anderson
Stephen R. Anderson

S. & M. Anderson & Associates

Mildred Anderson
Mildred Anderson

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 29 day of November, 1975, personally appeared before me Alma G. Johnson and C. Erlene Johnson, his wife, and Stephen R. Anderson and Mildred Anderson, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Moyal P. Anderson
Notary Public
Residing in Salt Lake County, Utah

My Commission Expires: August 10, 1978

Lee A. Vanless
Beck Polin
Gary Johnson Sharon Jensen
Robert Jensen Denice Jensen
Norton Hansen

Marilyn Ballard
Beck Ballard

Roger H. Jensen Betty Jensen
Aune Fisher
Norma Fisher

AUG 25 1976
Recorded 830 at 830 m.
Request of Stephen Anderson
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 2.20 By Patricia L. Brown Deputy
Patricia Brown
REF. 891 W. 14600 SO
84065

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