

-TO-  
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS AND CONDITIONS  
AFFECTING THE REAL PROPERTY KNOWN AS  
EREKSON DAIRY SUBDIVISION

**2994879**

Entry No.  
Recorded SEP 12 1977  
Book Page  
Dated SEP - 9 1977

Katie L. Dixon, Salt Lake County Recorder

*Patricia L. Brown* deputy  
Patricia Brown

*831*  
*849.50*

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain track of land situated in the Town of Murray, Salt Lake County, State of Utah, described as EREKSON DAIRY SUBDIVISION.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to Lots 1 through 86, EREKSON DAIRY SUBDIVISION.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. (a) 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 stories in height and an attached garage for not less than two cars, but not more than three cars. (b) All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing subdivision land use and building and all landscaping, grading and drainage of the land in each owners lot shall be completed so as to comply with flood control requirements of the subdivision and the individual lots therein. (c) All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

C-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. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$55,000 exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention

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and purpose of the covenant to assure that all dwellings shall be of a 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 be not less than 1,500 square feet for a one-story dwelling, nor less than 1,250 square feet for a dwelling of more than one story. For the purposes of these covenants, the basement area shall in no event be considered a story.

#### C-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line with both side yards totaling not less than 20 feet, except that no side yard shall be required for a permitted accessory building located 50 feet or more from the building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. No accessory or outbuildings shall be located to encroach upon any easements.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on a lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with.

#### C-6. EASEMENTS.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot. Within these easements, no structure, planting 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 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. 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.

(b) Easements for irrigation ditches are reserved as shown on the recorded plat and over the rear ten feet of the following lots:

LOTS 1 through 86

C-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. All recreational vehicles shall be parked off the street and screened from view from the street at the set-back line of the residence. Recreational vehicles shall not be parked overnight on the street nor in driveways in front of the residence set-back line, but shall be allowed to remain overnight on the property above described only if housed in a garage or screened from the street from behind the set-back line of the residence. Failure to comply with provisions hereof shall constitute a nuisance.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All buildings to be of new construction.

C-9. PRIVATE RESIDENCE: MOVING OF STRUCTURE: Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Supervising Committee.

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one profession sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, and one sign at the entrance of the subdivision of not more than thirty-five square feet advertising the subdivision during the construction and sales period.

C-11. 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, 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.

C-12. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

C-13. 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 material shall be kept in a clean and sanitary condition.

C-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 triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the 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 D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Vernon E. Cooley, 1544 Yale Avenue, Salt Lake City, Utah; George K. Ivory, 2078 Keller Lane, Salt Lake City, Utah; and James N. Kimball, 1509 Military Way, Salt Lake City, 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 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-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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS.

E-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 ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

E-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.

E-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.

E-4. AMENDMENTS. These covenants may be amended or renewed upon written approval of at least two-thirds (2/3) of the owners of lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

ATTEST:

IVORY AND COMPANY

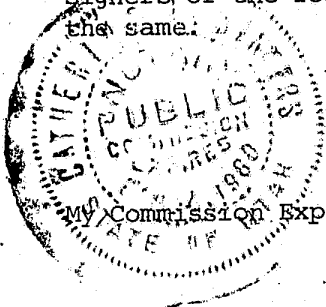
D. Paul Gardner

By McKinley M. Oswald

ALTA TITLE CO., Trustee

By Bryan W. Cannon, Pres

On the 9th day of September, 1977 personally appeared before me McKinley M. Oswald for Ivory and Company and Bryan W. Cannon for Alta Title Company, Trustee, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Charlene L. Winters  
Notary Public

Residing at: Magna, Utah

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