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PROTECTIVE COVENANTS

BASIL and EDWARD D. SLAVENS, dba SLAVENS, a Partnership, and
JAMES LeROY LITTLE and FELNA J. LITTLE, his wife
TO WHOM IT MAY CONCERN:

We, the owners of the following described property,
situated in the County of Utah, State of Utah:-

Lots 1 to 17 inclusive, Block 4, Plat "E", ROSE
GARDEN ESTATES, according to the official plat
thereof,

in consideration of the premises and as part of the general plan for improvement
of said property, do hereby declare the property hereinabove described subject
to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until October 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated on the above described tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. 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.
4. All above described lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
5. No building shall be erected, placed or altered on any building plot in the above described property until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Basil Slavens, Edward D. Slavens and C. E. Slavens, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and

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duties of such committee, and of its designated representative, shall cease on or after October 1, 1980. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots above described and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No building shall be located on any residential lot described above nearer than twenty feet to the front lot line, excluding porches, cornices, spoutings, chimneys and purely ornamental projections. No building except a detached garage or other outbuilding located sixty five feet or more from the front lot line shall be located nearer than five feet to any side lot line, except that if a car port or garage is attached to and made a part of the residential structure the building may be located within three feet of any side lot line. No residence shall be erected on any of the above lots farther than sixty feet from the front lot line.

7. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 5,000 square feet or a width of less than fifty feet at the front building setback line.

8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. No dwelling shall be permitted on any of the lots in this subdivision with a ground floor area of the main structure, exclusive of one story open porches and garages, less than 750 square feet in the case of a one story structure, no less than 700 square feet in the case of a one and one half or two story structure.

11. An easement is reserved and dedicated over the South 5 feet of aforesaid Lots 10, 11, 12, 13, 14, 15, 16 and 17; and over the North 5 feet of Lots 1, 2, 3, 4, 5, 6, 7 and 9; and over the West 5 feet of the South 45 feet of Lot 11; and over the East 5 feet of the North 45 feet of Lot 9, in Block 4, for the perpetual construction, operation and maintenance of Utilities.

12. No permanent provision shall be made on any of the above described lots for the raising of poultry, or the housing of cows, horses or other livestock.

13. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

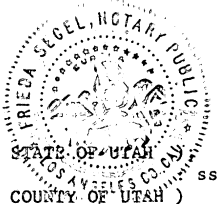
Dated March 17, 1958.

SLAVENS, a Partnership

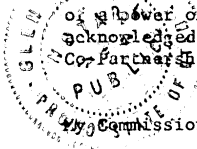
By: Rosal Slaven
Attorney in Fact and Partner

James LeRoy Little
James LeRoy Little

Felna J. Little
Felna J. Little



On the 17 day of March A.D., 1958, personally appeared before me, BASIL SLAVENS, who being by me duly sworn did say that he is the Attorney in Fact & Co-partner of SLAVENS, A Co-Partnership, and that the above instrument was signed in behalf of said Co-Partnership by authority of the Articles of Partnership and by authority of a power of attorney executed by said Co-Partnership, and said BASIL SLAVENS acknowledged to me that he/as such Attorney in Fact executed said instrument for said Co-Partnership. as Co-partner and



Glen P. Tanner
Notary Public

My Commission Expires: May 12, 1958

Residing at Provo, Utah

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STATE OF CALIFORNIA,
County of Los Angeles } ss.



ON THIS 27th day of March, A.D., 1958, before me,
the undersigned
a Notary Public in and for said County and State, personally appeared
JAMES LEROY LITTLE AND
FELNA J. LITTLE, his wife, known to me,

to be the persons whose names are subscribed to the within
Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.

Frieda Segel
Notary Public in and for said County and State.

ACKNOWLEDGMENT—GENERAL—WOLCOTT'S FORM 232

FRIEDA SEGEL - NOTARY PUBLIC

My Commission Expires April 7, 1958

Frieda Segel
Notary Public

UTAH TITLE COMPANY

For:

ABSTRACTOR _____ SEC.
REGISTERED _____ TP
No. _____ R

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