

Recorded Mar 12, 1961 at 3:19 P.M.
Request of Clinton C. Kellgreen
for Mount Haven Subdivision
Examiner: W. W. Johnson
Filed Mar 12, 1961 at 3:19 P.M.
W. W. Johnson - duly
W. W. Johnson

PROTECTIVE COVENANTS

MOUNT HAVEN

Clinton C. Kellgreen and June Kellgreen, his wife, as owners of Mount Haven, a subdivision of Salt Lake County, Utah, in consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the lots and easements within said subdivision subject to the restrictions and covenants herein recited.

1. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the owners of said property and all persons claiming under them from the date hereof.
2. Each and every lot above described shall be known and is hereby designated as a residential lot, and no structure or dwelling shall be erected, altered, placed or permitted to remain on such residential lot other than one (1) family single dwelling.
3. These restrictions and covenants shall include the Articles of Incorporation and By-Laws of the Mount Haven Property Owners Association upon its organization when all lots described are sold.
4. If the parties now claiming any interest in said residential lots hereinabove described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained it shall be lawful for any person or persons owning any part or the whole of any other residential lot or lots in said area to prosecute any proceeding at law or in equity against the persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation or violations.
5. Invalidation of any one of the covenants or restrictions herein set forth by judgment or court order shall in no way effect the validity of any other provisions hereof which shall remain in full force and effect as herein provided.
6. An easement is hereby reserved over, on and through Mount Haven Subdivision for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such water pipeline and electric distribution pole lines and circuits as may from time to time become necessary to serve water and electric installations located within the boundaries of the subdivision.

7. All of the owners of lots in the tract must install a sealed vault or tank for storage of toilet waste and may install a septic tank or drainage field for disposal of liquid waste under the following terms and conditions, to-wit:

a. It is understood that Clinton Kellgren will be responsible to provide the Salt Lake City Health Department with satisfactory results of soil boring tests to indicate the lots in the tract have a ten (10) foot or more soil covering and those lots not conforming with said test shall be classified as unsuitable for either septic tanks or drain fields and would require that all liquid waste be stored in a sealed vault or tank.

b. It is understood that each lot owner will contact the Salt Lake City Health Department for verification of his property as to the soil condition, water table, and as to the necessary size of the sealed vault or tank for storage of liquid waste, size of septic tank and amount of drain field.

c. It is understood that the subdivider and each lot owner will conform to all Salt Lake City, Salt Lake County and State of Utah sanitation requirements covering sewage disposal and sewage disposal systems in the area in which the tract is located.

8. No culinary water or water rights are included with the lots in this tract and each lot owner hereby acknowledges that no representation has been made to him or her by the subdivider, or his agents, as to the possible availability of any water at this time or at any time in the future. All lot owners further understand that any water or rights thereto must be obtained through the Salt Lake City Department of Water Supply and Water Works.

9. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof. Further, no fires shall be started or kept for the burning of any type materials except within enclosed fireplaces within the dwellings upon lots of this subdivision, or adequately constructed fireplaces, barbecue or pit areas wherein ample protection is provided against the spread of any fires so started.

10. No residential structure shall be erected or placed on any lot which has an area of less than five-hundred (500) square feet. All such structures shall have a dull finished roof and siding, rather than one which is shiny and reflects light. All painting shall be done with subdued or rustic colors, and bright colors shall not be permitted. A structure of a temporary nature shall not be used as a residence.

11. All of the streets and rights of way shown within this subdivision are privately owned, maintained, and each lot owner has a perpetual easement and right to travel same. It is understood that the Salt Lake County is not obligated to improve or maintain any of the streets or rights of way within the subdivision. Also, that the Salt Lake County has approved this subdivision with the understanding that no claim will be made upon it for fire protection, snow removal, garbage collection or similar services.

IN WITNESS WHEREOF we have hereunto subscribed our names this 16th day of December, 1960.

Clinton G. Kellyman

James Kellyman

STATE OF UTAH }
County of Salt Lake }

On the 16th day of December, 1960, personally appeared before me the signers of the within instrument who duly acknowledged to me that they executed the same.

D. Hugh Parker
Notary Public, Residing Salt Lake
City, Utah.

My Commission Expires 10/1/64.