

Recorded NOV 10 1971 at 11:02am
Request of Alan J. Brockbank
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 5.00 By [Signature] Deputy
Ref.

2420169

AMENDED

DECLARATION OF RESTRICTIONS

WHEREAS, the title of the following described property situated in Salt Lake City, State of Utah:

ROSE PARK REDWOOD #5, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah.

now stands of record in the name of Rose Park Investment Corporation, a Utah Corporation.

WHEREAS, the owner desires to create restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of said lots, Rose Park Investment Corporation hereby declares the property hereinabove described to be subject to the restrictions herein recited, which restrictions shall burden all of the property and shall operate as a blanket encumbrance upon all of such property, and shall be deemed to be incorporated by references in all conveyances of said property, or any part thereof; and all conveyances of said property, or any part thereof, shall be subject to said restrictions, which are and shall operate as covenants running with the land for the benefit of, and giving the right of enforcement to the undersigned, its successors, assigns and to each grantee who is, or becomes the owner of any lot. The restrictions are as follows:

A. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a single family, duplex, or a 4-plex, or on Lot 13 an 8-plex apartment not to exceed two stories in height, and a private garage, or carport, for not more than two (2) cars per family unit, and other structures as provided in paragraph "F".

B. No building, outhouse, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall any change be made to the exterior by way of alteration, addition, repairing, remodeling, or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications thereof, including front, side and rear elevations and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered structure, on the lot with reference to the street and side lines thereof, shall have first been submitted in writing in duplicate for approval, and approved in writing by the Committee as provided for in paragraph "E".

Except when installed as part of the original construction of a dwelling prior to the initial sale, or other disposition of such dwelling, fences, walls and similar structures may be erected, or maintained, only within the setback lines as provided in paragraph "F", and shall not extend toward any street in the front, or in the case of a corner lot, at either side of the dwelling beyond the point which is as far away from such street, and/or the side

street, as the nearest corner of such dwelling is from such street and/or side street. For the purpose of the foregoing sentence, a garage or carport attached to, but not set behind a dwelling, shall be considered part of the dwelling. Except when installed as part of the original construction of a dwelling prior to the initial sale or other disposition of such dwelling, no fence, wall or other similar structure may exceed six (6) feet above the finished surface of the ground.

C. The Committee shall endorse the plans and specifications, etc. on all work to be performed, and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.

D. When the construction of any building, on any lot, is once begun, work thereon must be prosecuted diligently, and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this declaration.

E. The Building and Architectural Committee shall be composed of Alan E. Brockbank, G. R. Brockbank and William C. Quigley, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any one, or more members of said Committee, the remaining member, or members, may appoint a member, or members, as the case may be, to fill such vacancy or vacancies. The Committee whether constituted of three, two or one member shall have full authority to approve, or disapprove, such design and location, to designate a representative, or representatives, and to perform all other acts to be undertaken by the Committee. In the event said Committee, or its designated representative, fails to approve, or disapprove, such location and design within thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction thereof prior to the completion, this covenant will be deemed to have been fully satisfied.

Should said Committee voluntarily cease to function, or not be locatable and reasonable inquiry to locate having been made, then and in that event a majority of the then lot owners may appoint among themselves a committee of three, and such committee, when so appointed, shall have all the authority theretofore vested in the original committee.

Neither the members of such Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to these covenants. It is the intent of these restrictions to define the name "Committee" wherever it appears in the restrictions to mean the "Building and Architectural Committee" referred to in this paragraph.

F. No building shall be located on any residential lot nearer than twenty feet from the front lot line nor nearer than twenty feet from any side street line. No building located nearer to the front lot line than sixty feet shall be nearer to the side yard line than four feet; provided however, that the side yards of any residential lot shall total no less than fourteen feet. No dwelling shall be located on any lot nearer than twenty five feet to the rear lot line. No dwelling structure shall be constructed nearer than fifteen feet to another such structure on an adjacent lot. The provisions of this paragraph, however, shall not preclude resubdivision of lots resulting in a zero lot line for dwelling structures joined by a common wall, provided the structures thereon treated as a whole would comply with the provisions of this

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paragraph prior to such resubdivision, and further provided, that no structure shall have a zero lot line on each side as a result of such resubdivision of any lot.

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

H. No basement, tent, shack, garage, barn or other building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any house be moved upon any lot, or any part of a lot in this section, unless it is new construction in compliance with all other covenants and permission is given by the Committee mentioned above in paragraph "E". No camper, house trailer, mobile home, motor home, or boat shall be parked in the tract at any time, except such facilities as may be used in conjunction with construction of improvements within the tract, and such facilities shall be moved from the property promptly upon completion of construction.

I. No garage on any lot shall be painted any color other than the color of the residence located thereon, unless and until written approval shall have been secured from the Committee.

J. No animal, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, pigeons, pheasants, game birds, game fowl, or poultry shall be kept or maintained on any part of said property other than a dog, properly leashed, a cat or a caged bird kept solely as a pet.

K. No apartment (family unit) shall be permitted on any lot in the tract with a ground floor area, exclusive of one story open porches and garages, of less than five hundred square feet.

L. Public utility easements affecting all lots are reserved over the rear five feet of each lot, and easements are reserved five feet in width along side yard lines as shall be required to meet the installation and maintenance of utilities and drainage facilities.

M. No lot shall be used or maintained as a dumping ground for rubbish, nor shall signs or billboards be placed thereon. Trash, garbage or other waste shall not be kept except in sanitary containers, and no lot, nor portion of a lot, shall be used for the storage or disposal of such waste material. All incinerators and disposal equipment shall be approved by the Salt Lake City and Salt Lake County Board of Health. All such equipment shall be kept in a clean and sanitary condition.

N. No carport on any lot shall be used for clothes drying purposes, or for storage except when storage closets are provided.

O. No irrigation by flooding shall be permitted in the tract.

P. No hedge shall be placed on any corner lot that will obscure reasonable vision when approaching the intersection.

Q. The chain link fence running along the rear boundary line of lots 21 thru 31, inclusive, and any shrubbery planted alongside thereof, may be removed at any time and without liability for the removal or replacement thereof, should it become necessary to repair, remove, replace or inspect the drainage pipe running, approximately, thereunder, and any replacement of said fence or shrubbery shall be

