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BOOK 1440 PAGE 151

Recorded AUG 27 1957 At 8:47a m.  
Request of SECURITY TITLE COMPANY  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
R E S T R I C T I O N S \$ 2.50 By Samuel H. ... Deputy  
Ref. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

All of Lots 1 to 34, inclusive, of MIDVALE TERRACE SUBDIVISION, in the County of Salt Lake, State of Utah, according to the official plat thereof recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

A. All lots in the above described tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single or two-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed or altered on any building plot in this subdivision 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 subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of A. P. Neilson, B. D. Scott and Jack B. Neilson, or by a representative designated by 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 such committee, or its designated representative fails to approve or disapprove such design and location within 30 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 duties of such committee and of its designated representatives shall cease on and after January 1, 1977. Thereafter the approval described in the 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 in this subdivision, and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. The minimum setback line for all buildings shall be thirty (30) feet from the front lot line and thirty (30) feet from the rear lot line for all main buildings. The minimum side yard for any dwelling without attached garage shall be twelve (12) feet on one side and eight (8) feet on the other side. The minimum side yard for any dwelling with an attached garage shall be eight (8) feet on both sides. The minimum side yard for any building shall be eight (8) feet on both sides. Main buildings on corner lots shall have a minimum side yard of twenty (20) feet on the side street. No dwelling shall be erected or placed on any lot having an area of less than seven thousand (7000) square feet unless approved by the Midvale City Adjustment Board.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,000 square feet or a width of less than 60 feet at the front building setback line.

E. 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.

F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the 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.

G. The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet.

H. An easement is reserved for utility installation and maintenance, and as shown upon the recorded plat of said MIDVALE TERRACE SUBDIVISION.

I. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1977, at which time said covenants shall be automatically extended for successive periods of 10 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.

J. 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 in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

K. 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.

WITNESS OUR HANDS this 27th day of August, 1957.

A. P. NEILSON CONSTRUCTION COMPANY

BY A. P. Neilson  
A. P. NEILSON, President

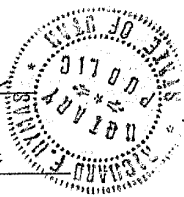
EMPIRE REALTY COMPANY, INC.

BY B. D. Scott  
B. D. SCOTT, President

STATE OF UTAH )  
                  ) ss  
COUNTY OF SALT LAKE )

On the 27th day of August, 1957, personally appeared before me, by me duly sworn did say that he the said A. P. Neilson is the President of A. P. NEILSON CONSTRUCTION COMPANY, and B. D. Scott, who being by me duly sworn did say that he is the President of EMPIRE REALTY COMPANY, INC., and that the within and foregoing instrument was signed in behalf of said corporations by authority of a resolution of its board of directors and the said A. P. Neilson and B. D. Scott duly acknowledged to me that said corporations executed the same and that the seal affixed is the seal of said corporations.

Richard E. Hyman  
NOTARY PUBLIC



My Commission Expires June 17, 1961. Residing at: Salt Lake City