

1577572

BOOK 1480 PAGE 549

Recorded FEB 7 1958 at 2:43 P.M.

Request of J. R. Hansen

Fee Paid Hazel Taggart Chase

Recorder, Salt Lake County, Utah

\$ 4.30 By J. Monson Deputy

Ref. 1574 East 42.25 So. S. L. C.

That it may appear:

the title of the following is official property situated in Salt Lake County, State of Utah, to-wit:

1. 1574 East 42.25 So. S. L. C. ...

... of the Salt Lake County Recorder.

... shall be subject, altered, or permitted to remain on any residential building plot...

... no structure shall be erected, altered, or permitted to remain on any residential building plot...

... no building, outdoors, garage, fence, wall, retaining wall, or other structure of any kind shall be erected...

... In the event the proposed structure is not for residential or agricultural use...

D. The Committee shall enforce the plans and specifications, etc., on all work performed, whether for decoration or alteration, and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.

E. 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 the construction or until made to comply with all requirements of this Declaration.

F. The Building and architectural committee shall be composed of J. Rex Hansen and Grant J. Christensen, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of either member of said Committee, the remaining 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1975. 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 then then record owners of a majority of said lots and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee. It is the intent of these Deed Restrictions to define the name "Committee" whenever it appears in the Deed Restrictions to mean "Building and Architectural Committee" referred to in this paragraph.

G. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat except on corner lots. In any event, no building shall be located on any residential plat nearer than 25 feet to the front lot line, nor nearer than 8 feet to any side street line. No building except a detached garage or other outbuilding located 50 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

H. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,00 square feet or a width of less than 65 feet at the front building setback line.

I. 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 become an annoyance or nuisance to the neighborhood.

J. No trailer, basement, tent, shack, garage, barn, or other out building erected in the tract shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence. Nor shall any house be moved upon any lot or any part of a lot in this section unless permission be given by committee mentioned above in Paragraph "F".

K. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The Committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose, unless and until authorization and the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or other noisy fowl, be kept for any purpose on any lot.

L. No shelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of open porches and garage, which shall be less than 1,000 square feet.

M. Easement of access all lots are reserved as shown on the recorded plot for utility installation and maintenance. In any event, no easement is reserved over the rear 5 feet of each lot and over such side yard line 5 feet in width, as shall be required for utility installation and maintenance.

N. No signs, billboards, or advertising structures may be erected or displayed on any of the lots except BILLBOARD ACTS SUBJECTIVE AND §2 project signs and signs in connection with business promotions and except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot or house for sale or for rent, may be displayed on the premises affected, nor shall any trash, refuse or any other refuse be thrown or dumped on any lot or any part thereof.

THESE COVENANTS ARE to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, 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.

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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

... Christian people ... in ... to be in ...
... to ... in ... with the ...
... by ... County, ... of ...

... 3rd ... of January, 1931.

J. Rex Kamen

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... 2 ... of January, 1931, by

Eric Christopherson

