

Recorded MAR 27 1972 at 5:00 P.m.
Request of Alan Brockbank
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 8.00 By EARL Deputy
Ref. PO Box 1499

2445559

DECLARATION OF RESTRICTIONS PO Box 1499

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

All of Lots 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 54, 55, 56, 57 and 58, MARYVILLE ACRES NO. 2, according to the official plat thereof recorded in the office of the County Recorder of said County,

Also the following described parcels of land:

PARCEL A. Beginning 132.87 feet North of the Southwest corner of Lot 57, Maryville Acres No. 2, and running thence North 61.50 feet; thence East 131.90 feet; thence South 61.50 feet along the West side of 4355 West Street; thence West 131.90 feet to the place of beginning.

PARCEL B. Beginning 194.37 feet North of the Southwest corner of Lot 57, Maryville Acres No. 2, and running thence North 61.50 feet; thence East 131.90 feet; thence South 61.50 feet along the West side of 4355 West Street; thence West 131.90 feet to the place of beginning.

PARCEL C. Beginning 255.87 feet North of the Southwest corner of Lot 57, Maryville Acres No. 2, and running thence North 61.50 feet; thence East 131.90 feet; thence South 61.50 feet along the West side of 4355 West Street; thence West 131.90 feet to the place of beginning.

PARCEL D. Beginning 317.37 feet North of the Southwest corner of Lot 57, Maryville Acres No. 2, and running thence North 61.50 feet; thence East 131.90 feet; thence South 61.50 feet along the West side of 4355 West Street; thence West 131.90 feet to the place of beginning.

now stands of record in the name of Housing Corporation of America, formerly known as Rose Park Investment Corporation.

WHEREAS, the owner is desirous of creating 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, the owner does hereby declare the property hereinabove described subject to the restrictions herein recited, which restrictions shall operate as a blanket encumbrance upon said property, and shall be deemed to be incorporated by reference 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 and assigns and grantees who are, or become owners of any lots. The Restrictions are as follows:

A. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling, or duplexes may be built on Lots 49, 50, 51, 52, 53 and 54, Maryville Acres No. 2, and a private garage, or carport, for not more than two 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 there be any changes 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 been first submitted in writing for approval, and approved in writing by a committee, which committee is 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 "E", 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 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 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

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restrictions to define the name "Vommittee" 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 thirty 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 eighteen feet. No dwelling shall be located on any lot nearer than thirty feet to the rear lot line. No dwelling structure shall be constructed nearer than ten feet to another such structure on an adjacent lot. The provisions of this paragraph, however, shall not preclude re-subdivision 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 paragraph prior to such subdivision, 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 "D". 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 dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of one-story open porches and garages, which shall be less than 750 square feet in the case of a one-story structure.

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 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a seventy-five percent majority of the then owners of the lots has been recorded, agreeing 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 of the parties hereto, or their successors, or assigns, or 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.

In addition to all other remedies any one, or all, of these covenants may be specifically enforced, and the violation of any one, or more, of these covenants may be enjoined by the Committee, or its representative, or by the owner of any of said lots.

Invalidation of any one of these covenants by judgment, or court order, shall not affect any of the other provisions which shall remain in full force and effect.

The Restrictions herein contained shall be in addition to the Zoning Ordinance now in force as enacted by Salt Lake County, Utah.

Executed this 28th day of January, 1972.

HOUSING CORPORATION OF AMERICA

By 
Board Chairman

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STATE OF UTAH)
 (ss.
COUNTY OF SALT LAKE)

On the 28th day of January, 1972, personally appeared before me Alan E. Brockbank, who being by me duly sworn did say that he, the said Alan E. Brockbank, is the Board Chairman of Housing Corporation of America, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Alan E. Brockbank duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Loise Butterworth
Notary Public
Residing at Salt Lake City, Utah.

