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BOOK 1476 PAGE 620

Request of Live At 12:58 P.m.
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Fee Paid. Hazel Taggart Clase.
Recorder, Salt Lake County, Utah

Ly Deput,
Ref.

COVENANTS IMPOSING RESTRICTIONS UPON THE REAL ESTATE 2/68 Everguen
HEREINAFTER DESCRIBED:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Samuel B. Neff and Louise R. Neff, his wife, of Sandy, Salt Lake County, State of Utah, the owners of a certain tract of land situated in Salt Lake County, State of Utah, and described as follows: to wit:

Sandy Heights, a Subdivision, a part of Section 7, Township 3 South Range 1 East, Salt Lake Base and Meridian.

Whereas, we have divided said land into building lots.

NOW, THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of the lots hereinabove described, we, Samuel B. Neff and Louise R. Neff, his wife, hereby covenant and agree with all persons who may become owners of lots hereinabove described, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of said lots which shall be held by them and when sold and conveyed shall be owned, held and enjoyed by all persons who may become the owners thereof, and each of them and their and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants running with the land and binding upon each and every owner thereof.

The above described property shall be known as a residential district and all lots within the boundaries of the same shall be known and designated as "residential".

No structure shall be erected wholly or in part on each lot other than a one-story, one and one-half story or a two-story single family or two family dwelling having an erea of not less than 1000 square feet of floor space, exclusive of basement requirements.

No basement houses nor temporary dwellings shall be permitted at any time.

The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall be not less than eighteen (18) feet. The minimum side yard for a private garage shall be eight (8) feet, except that private garages and other accessory buildings located at least six (6) feet in the rear of the main building shall have a minimum side yard of not less than one (1) foot, provided that no private garage or other accessory building shall be located closer than ten (10) feet to a dwelling on an adjacent lot. On corner lots, the side yard which faces on a street for both main and accessory buildings shall be not less than twenty (20) feet or the average of existing buildings where fifty (50) per cent or more of the frontage is developed, but in no case less than fifteen (15) feet or be required to be more than twenty (20) feet.

The minimum depth of front yard shall be 30 feet.

No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plans showing the location of such buildings 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 Thomas B. Neff, Samuel B. Neff and John Elwood Neff, or by a representative designated by a majority of the members of said committee. In the event said 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 have 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. 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 or location or to designate a representative with like authority. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenants. The powers and duties of such committee, and its designated representative, shall cease on and after January 1, 1968, thereafter, the approval described in this covenants shall not be required unlessprior to said date and effective thereon, a written instrument shall be executed by the then 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.

of any kind nor No fur bearing animals, no farm animals frowls / household pets for commercial use shall be kept on said premises.

No fence, wall or hedge shall be permitted within 30 feet of the front lot line.

These covenants and restrictions are to run with the land and shall be binding with all the parties and persons claiming ownership under them until the 1st day of January 2008, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

The invalidation of any of these covenants by injunction or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we, Samuel B. Neff and Louise R. Neff, his wife, the owners of the real property hereinbefore described, have caused these presents and this instrument to be executed this 22nd day of January A.D. 1958.

Samuel B Heff Journe R. ne

Salt Lake County

State of Utah

On the 22nd day of January, 1958, one thousand nine hundred and fifty eight Personally appeared before me Samuel B. Neff and Louise R. Neff, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Commission expires July 17, 1961

