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Recorded at Request of SECURITY TITLE CO. (Order No. 43800) JUL 11 1961
at 9:52 A.M. Fee Paid \$ 3.10 Hazel Tappert Chano, Recorder Salt Lake County, Utah
By: *[Signature]* Deputy Book 867 Page 288 Ref.
Return to: *[Signature]*

C O V E N A N T S

THESE COVENANTS shall run with the land known and platted as DEL AIRE SUBDIVISION, a subdivision, Salt Lake City, Salt Lake County, State of Utah, and each and every part thereof, which subdivision is described as follows, to-wit:

Del Aire Subdivision, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, Utah.

These Covenants shall be binding on all parties and all persons claiming under them until July 1, 1976, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change, modify, or abolish said Covenants in whole or in part.

If the parties hereto, or any of them, or their successors, 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 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 for such violation.

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.

No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one one story detached single family dwelling and not more than a two-car garage, except as to Lots 15, 17, 18, and 20, upon which of each lots a two-family dwelling shall be permitted.

No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications, and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and 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 Delbert C. Steffensen, R. E. Steffensen and Carole C. Steffensen, or by a representative designated by a majority of the members 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 said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such 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 representative, shall cease on and after June 1, 1961. 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 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.

No building shall be located on any residential building lot nearer than twenty-five (25) feet to the front lot line, nor nearer than twenty (20) feet to any side street line, except that on corner lots, no building shall be located nearer than 10 feet to the front lot line.

No residential structure shall be erected or placed on any building lot which lot has an area of less than 5500 square feet or a width of less than fifty (50) feet at the front building setback line.

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 any annoyance or nuisance to the neighborhood.

The minimum distance between dwellings shall be 20 feet.

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.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet in the case of a one story single family structure nor less than 1500 square feet in case of a two family structure.

Easements for the construction, operation and maintenance of utilities shall be reserved as shown on the official plat of Del Aire Subdivision.

IN WITNESS WHEREOF, the owners of all the lots in the above mentioned DEL AIRE SUBDIVISION, a subdivision, Salt Lake City, Utah, have this 2nd day of July, 1951, caused these presents to be executed.

Delbert C. Steffensen
Delbert C. Steffensen

R. E. Steffensen
R. E. Steffensen

Carole C. Steffensen
Carole C. Steffensen

Earle A. Driggs
Earle A. Driggs

Ida F. Driggs
Ida Driggs

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

On this 2nd day of July, A.D. 1951, personally appeared before me, DELBERT C. STEFFENSEN and CAROLE C. STEFFENSEN, his wife; R. E. STEFFENSEN; and EARLE A. DRIGGS and IDA DRIGGS, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:



Juan G. Austin
Notary Public
Residing at Salt Lake City, Utah.