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Recorded at request of MCGRIE ABSTRACT & TITLE

at 12:27 PM Fee Paid \$ 300 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah

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By [Signature] Dep. Date FEB 11 1964

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR RAMANEE SUBDIVISION NO. 1

KNOW ALL MEN BY THESE PRESENTS:

That Davis Development, Inc., is the owner of the following described property in Salt Lake County, State of Utah, to-wit:

All of Lots 1 to 45, inclusive of RAMANEE SUBDIVISION NO. 1, according to the official plat thereof recorded in the office of the County Recorder of said County.

and are desirous of creating restrictions and covenants affecting said property.

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

1. PERSONS BOUND BY THESE RESTRICTIONS: That the covenants and restrictions are to run with the land, and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors, and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from date hereof to March 1, 1994, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.

2. USE OF LAND: BUILDING COST RESTRICTIONS: No structures shall be erected, altered, and placed or permitted to remain on any residential building plot other than as allowed by Salt Lake County Zoning and not to exceed two stories in height and a private garage or carport for not more than 3 cars. No dwelling costing less than \$12,000.00, including lot on present market value, shall be erected on any building plot.

3. DWELLING SET BACK AND FREE SPACE: No structure shall be erected nearer than 30 feet to the front residential lot line; however, customary architectural appurtenances such as cornices, bay windows, steps, spouts, chimneys, planter boxes, covered or uncovered porches, excluding enclosed porches, may extend an additional 5 feet nearer the front lot line. No residential dwelling shall be located nearer than 8 feet to the side line of a residential lot on one side and 10 feet on the driveway side; provided, however, that a detached garage may be erected within 2 feet from the side lot line and not less than 60 feet from the front lot line. No house or garage or other structure may be erected or constructed nearer than 10 feet to an existing building or structure already erected or in the process of construction on any adjoining lot. No building or structure shall be erected nearer than 1 foot to the rear property lot line. No residential structure shall be erected on any lot which has an area of less than 8,000 square feet or a width of less than 65 feet at the building front set back line. No walls, fences or hedges shall extend beyond dwelling setback to any street unless approved by the architectural committee.

4. 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 Gordon A. Madson, Ralph Davis and Mary Davis, or by a representative designated by a majority of 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 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 shall 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 power and duties of such committee, and of its designated representative, shall cease on and after March 1, 1976. 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.

5. TEMPORARY RESIDENCES PROHIBITED: 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 residence of a temporary character be permitted.

6. NUISANCES: No noxious or offensive trade shall be carried on upon any part of the land nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

7. TYPE OF BUILDING: The foundation area of the main structure exclusive of one story open porches and garages, shall be not less than 800 square feet in the case of a one-story or split-level structure nor less than 900 square feet in the case of a one and one-half or two story structure.

8. VIOLATIONS AND DAMAGES: If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before March 1, 1994, or so long after as these restrictions and covenants remain in force and effect, the then property owners individually or collectively shall have the right to sue for and obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

9. UTILITY EASEMENT: An easement is reserved over the rear 5 feet of each lot, and as shown on the recorded plat of RAMANEE SUBDIVISION NO. 1, for the installation and maintenance of the utilities servicing said property.

10. SAVING CLAUSE: Invalidation of any one of these covenants by judgment or court order shall in no wise affect the validity of any of the other provisions not declared invalid and such other provisions shall remain in full force and effect.

Signed in the presence of:

DAVIS DEVELOPMENT, INC.,

Ralph Davis
Ralph Davis, President

State of Utah)
County of Salt Lake) ss.

On the 10th day of February, 1964, personally appeared before me, Ralph Davis, who being by me duly sworn did say that he is the President of Davis Development, Inc., a corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said Ralph Davis acknowledged to me that said corporation executed the same.

My Commission Expires:
April 15, 1964

R. J. Scobbin
Notary Public
Residing at: Salt Lake City, Utah