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The undersigned Apex Lumber & Hardware Company, a partnership consisting of B. L. Farnsworth, Justin A. Hurst and R. J. Chapman, owners of Utahna Subdivision, acting for the benefit of present and future owners of building lots in the said subdivision, do hereby impose upon the above described land, and all of the building lots included therein the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of land within the subdivision and all shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within said subdivision, their heirs, administrators, executors, grantees and assigns:

The covenants as hereinafter set forth are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1976, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in the above described and named subdivision it is agreed to change the 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential building lots. No structures shall be erected, placed or permitted to remain on any residential building plot other than single family or two family dwellings, not to exceed two stories in height and a private garage for not more than two cars.

E. No building except a detached garage or other out building located 65 feet or more from the front lot line shall be located nearer than 4 feet to any side lot line, and the combined width of the two side yards shall not be less than 14 feet.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5200 square feet or a width or less than 48 feet at the front building set back line,

D. 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 an annoyance or nuisance to the neighborhood.

E. 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.

F. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet.

G. An Easement is reserved over each lot for utility installation and maintenance as shown on the recorded plat.

H. No structure excepting a one story open porch, shall be erected on any lots nearer than 25 feet to the lot front line.

I. No chicken coops, rabbit pens or other structures for the housing of domestic animals or pets shall be erected on any of said lots.

J. Detached garages may be erected on any lots providing that the provisions of the Zoning Ordinance are strictly complied with and furthermore that the type of structure and materials used shall harmonize with the existing residence on said property and in no case shall said garages be constructed of unfinished cinder block, used or shoddy materials.

In witness whereof said Company has caused this instrument to be executed by two of its partners this 30th day of August 1950.


(Signed) Apex Lumber & Hardware Company

By B. L. Farnsworth
B.L. Farnsworth

By Justin E. Hurst
Justin E. Hurst
Partners

State of Utah (ss.
County of Salt Lake)

On the 31st day of August 1950 AD. personally appeared before me, E. L. Farnsworth and Justin E. Hovst, who being by me duly sworn did say that they are partners of the Apex Lumber & Hardware Company and signed the foregoing instrument in behalf of said partnership.


Notary Public

Commission Expires _____

My Residence is: Salt Lake City Utah