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BUILDING RESTRICTIONS FOR COUNTRY CLUB PARK SUBDIVISION

The undersigned, LAMONT F. TORONTO and HELEN D. TORONTO, his wife, GORDON C. HOLT and JUNE M. HOLT, his wife, and LEO C. WORTHEN and FLORENCE B. WORTHEN, his wife, the owners of the following described tract of land situated in Salt Lake County, State of Utah, to-wit:

All of COUNTRY CLUB PARK SUBDIVISION.

declare that all and each of said lots above described shall be subject to and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth.

- (A) Each and every lot above described shall be known and is hereby designated as a "Residential Lot", and no structure shall be erected, altered, placed or permitted to remain on said Residential Lots other than one detached single family dwelling not to exceed two stories in height, with the exception that duplex houses may be erected on Lots 7 and 17.
- (B) No building shall be located on said residential building plots nearer than 25 feet to the front lot line nor nearer than 15 feet to any side street line.
- (C) 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.
- (D) The ground floor area of the main structure, exclusive of one story porches and garages, shall be not less than 1000 square feet in the case of a one story structure, nor less than 700 square feet in the case of a or and one-half or two story structure.
- 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.
- An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- (G) No structure shall be moved onto any residential lot hereinbefore described or any part thereof.
- (H) These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
- (I) 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 covenant and either to prevent him or them from so doing or to recover damages or other due for such violation.
- (J) 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

IN WITNESS WHEREOF said parties have hereunto set their hands this 30 of April, A. D. 1952.

mont Floront

BACKMAN, BACKMAN

PAGE 2 STATE OF UTAH COUNTY OF SALT LAKE) On this 30 day of April, A. D. 1952, personally appeared before me Lamont F. Toronto and Helen D. Toronto, his wife, Gordon C. Holt and June M. Holt, his wife, and Leo C. Worthen and Florence B. Worthen, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same. Notary Public, Residing at Salt Lake City, Utah 6/17 Wincommission expires: f 30,1954

> BACKMAN, BACKMAN & CLARK ATTORNEYB AT LAW