

1296316

RESTRICTIONS

Recorded AUG 14 1952 at 10:00 a.m.  
Request of SECURITY TITLE COMPANY  
Fee Paid. Hazel Taggart Chas.  
Recorder, Salt Lake County, Utah  
\$ 3.00 By *DR. [Signature]* Deputy  
Book 947 Page 2857 Ret.

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, HANSEN HOMES, INC., a corporation of Utah, is the owner of the following described property in Salt Lake County, State of Utah, to-wit:

All of Lots 1 to 62 inclusive, Lots 67 to 85 inclusive, Lot 51a and Lot 52a of HILLSIDE HEIGHTS, according to the plat thereof recorded in the Office of the County Recorder of said County.

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

AND THEREFORE, in consideration of the premises, the undersigned hereby declares 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 August 15th, 1972, at which time said covenants shall be automatically extended for successive periods of ten 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, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

3. DWELLING SET BACK AND FREE SPACE. No building shall be located on any residential building plot nearer than 24 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line shall be located nearer than 8 feet to any side lot line. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5500 square feet or a width of less than 50 feet at the front building set back line.

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 N. H. Hansen, Angeline W. Hansen and Jay D. Hansen, 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 has 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 powers and duties of such committee, and of its designated representative, shall cease on and after January 1st 1955. 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 said land nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

7. TYPE OF BUILDINGS. No dwelling costing less than \$4,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half or two story structure.

8. VIOLATION 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 August 15, 1972, or so long after as these restrictions and covenants remain in force and effect, HANSEN HOMES, INC., and/or 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 for the installation and maintenance of the utilities servicing said property.

10. Until such time as a sanitary sewer system shall have been constructed to serve HILLSIDE HEIGHTS, a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The affluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.

11. The culinary water will be supplied by Murray City.

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

In witness whereof, said corporation has caused its name and seal to be herein affixed this 13 day of August, 1952.

HANSEN HOMES, INC.

BY N. H. Hansen  
President

STATE OF UTAH )  
                  ) ss  
COUNTY OF SALT LAKE )

On the 13 day of August, 1952, A. D. personally appeared before me N. H. Hansen, who being by me duly sworn did say that he, the said N. H. Hansen, is the President of HANSEN HOMES, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said N. H. Hansen duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Lucille R. Knight  
NOTARY PUBLIC

My commission expires 12/10/55 Residing at Salt Lake City, Utah