

1316678

RESTRICTIONS ON
RAMBLER HEIGHTS

Recorded FEB 3 1985 at 3:40 P
Request of SECURITY TITLE CO. No. 4487
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 2.20 By *[Signature]* Depu
Book 983 Page 473 Ref.
Return to _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned BERTHA M. SHEPHERD,
RICHARD GODDARD and JEANNIE K GODDARD, the owners of the following described
property situate in Salt Lake County, State of Utah, to-wit:

Lot 1 to 32 inclusive of Rambler Heights according
to the plat thereof recorded in the Office of the
County Recorder of said County.

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 herein-
after set forth:

- (a) All of Lots in the tract shall be known as and used only as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any said residential building plot other than one detached single-family dwelling or duplex, and a one or two car garage. No such single family dwelling or duplex shall be erected more than one story in height, except upon lots which are all or partly in the ravine in this subdivision.
- (b) No building shall be erected on any residential building plot which shall have a ground floor area of the main structure, exclusive of open porches and garages, of less than 1000 square feet.
- (c) Not more than one single family dwelling or one duplex shall be erected on any one building lot.
- (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 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. No fowls, animals, except domesticated pets, and no heavy duty trucks shall be kept upon any lot in this subdivision.
- (f) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- (g) Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent 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 a health authority.
- (h) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of 10 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 dues 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 force and effect.

Instructions

Witness our hands this 21st day of July, 1952

Richard C. Goddard
Jeannie K. Goddard
Bertha M. Shepard

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 21st day of July, 1952, personally appeared before me Bertha M. Shepard and Richard Goddard the signers of the within instrument who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

Commission Expires 8-1-56 Residing at Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 21st day of July, 1952, personally appeared before me Jeannie K. Goddard, one of the signers of the within instrument who duly acknowledged to me that she executed the same.

[Signature]
NOTARY PUBLIC

Commission Expires 8-1-56 Residing at Salt Lake City, Utah

