

1340489

RESTRICTIVE COVENANTS

Whereas, the undersigned, Gundersen Brothers, Inc., is the owner of and has subdivided a certain parcel of land, situate in Salt Lake City, Salt Lake County, State of Utah, into a certain subdivision designated and known as Glendale Plat "H" Subdivision, and

Whereas, the undersigned owner of said property desires to impose certain restrictive covenants upon the use of certain of the property within said subdivision, which covenants shall run with the land, and be binding upon the undersigned owner, its grantees, successors, and assigns,

Now therefore, for the accomplishment of such purpose, the undersigned Gundersen Brothers, Inc., owner of said property does hereby certify and declare that:

1. All of the property lying within Glendale Plat "H" subdivision shall be covered and affected by these covenants.
2. That these Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, 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.
3. That if the undersigned owner, its grantees, successors, or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damage or other relief for each violation.
4. That invalidation of any 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.
5. That all lots in the tract shall be known and described as residential lots.
6. That no building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and lot plan showing the location such building have been approved in writing as to conformity and harmony of external appearance with existing structures in the subdivision, and

as to location of the building with respect to to orrarchy and finishes, ground elevation, by a Committee composed of Joseph A. Cunterson, Robert W. Cunterson and T.C. Cunterson, 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, his or his heirs or assigns, shall have full authority to approve or disapprove the 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 plan and specifications have been submitted to it, 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 the Covenants will 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 rendered pursuant to the Covenants. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1978. 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 record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the powers previously exercised by said committee.

7. No building shall be located on any lot nearer to the front line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 12 feet to the front lot line, or nearer than 12 feet to any side street line. No building shall be located nearer than 4 feet to an interior lot line, except that no side porch shall be required for a garage or other permitted necessary building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 6 feet to the rear lot line.

For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

7. No lot shall be subdivided into nor shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 5000 square feet.

8. 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.

10. 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.

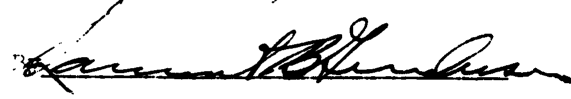
11. No dwelling shall be erected on any lot at a cost of less than \$1,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the site these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of one-story open porches and terraces, shall not be less than 180 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

It is hereby certified, the said undersigned Cushman Brothers, Inc., has caused this instrument to be signed by its duly authorized officers and its corporate seal, to be hereunto affixed this 4th day of March, 1958.

CUSHMAN BROTHERS, INC.

Attest:


Secretary


President

County of Salt Lake)
)SS

On the 4th day of March, A. D., 1953, personally appeared before me Lemont L. Gunderson and Joseph A. Gunderson who being by me duly sworn did say, each for himself, that he, the said Lemont L. Gunderson is the president, and that said Joseph A. Gunderson is the secretary of Gunderson Bros. 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 Lemont L. Gunderson and Joseph A. Gunderson each duly acknowledged to me that said corporation executes the same and that the seal affixed is the seal of said corporation.

My Commission Expires August 25, 1953

William G. ...

Notary Public

My commission expires:

Recorded AUG 13 1953 at 2:05 P. M.
Request of Gunderson Bros Inc.
For Ed. Hazel Taggart Chase,
President, Salt Lake County, Utah
370 by R. J. Schmitt Deputy
Book 1027 Page 474 Rec

3271 Hy Drive