

280

1341785

Recorded AUG 25 1953, at 10:06 a.m.
Request of ~~Edward J. Grant~~ *Grant Woodward*
Fee Paid. Hazel Peggart Chase,
Recorder, Salt Lake County, Utah
\$ 2.80 By *C. J. Schmitt*
Book 1030 Page 200 Ref. 1

DECLARATION OF RESTRICTIVE COVENANTS FOR

PEPPER HEIGHTS, A SUBDIVISION IN SALT LAKE COUNTY, STATE OF UTAH.

Whereas, WOODWARD, INC., a Utah Corporation is the fee holder of the following described real property, to wit:

Beginning at a point North 0°01'45" West 1130.0 feet from the Southwest corner of Section 32, T. 2 south, Range 1 E., S.L.B. & M. and running thence North 0°01'45" West 190.00 feet, thence East 1312.10 feet, thence South 330.00 feet, thence West 1153.00 feet, thence North 140.00 feet, thence West 159.00 feet to the point of beginning, and situated in Salt Lake County, State of Utah.

and whereas, said WOODWARD, INC., intends to subdivide and plat said afore described property into a subdivision of (36) lots, which subdivision is to be known as Pepper Heights.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1983, 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.

2. 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.

3. 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.

4. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain

1 on any residential building plot other than one detached single or double
2 family dwelling not to exceed one and one-half stories in height and a private
3 garage for not more than three cars.

4
5 5. No building shall be located on any residential lot nearer
6 than 25 feet to the front lot line, nor nearer than 8 feet to any side street
7 line. No building, except a detached garage located 60 feet or more than the
8 front lot line, shall be located nearer than three feet to any side residential
9 lot line.

10 6. No trailer, basement, tent, shack, garage, barn or other
11 outbuilding erected in the tract shall at any time be used as a residence
12 temporarily or permanently, nor shall any structure of a temporary character be
13 used as a residence.

14 7. No noxious or offensive trade or activity shall be carried on
15 upon any lot nor shall anything be done thereon which may be or become an
16 annoyance or nuisance to the neighborhood.

17 8. The ground floor area, exclusive of one story open porches
18 and garages of the main structure of any dwelling to be placed on said lots in
19 said subdivision shall be not less than 900 square feet if the garage thereto
20 is unattached nor less than 800 square feet if the garage thereto is attached
21 to said structure.

22 9. An easement is reserved over the rear 5 or 10 feet of each
23 lot as shown on the recorded plat for utility installation and maintenance.

24 10. Until such time as a sanitary sewer system shall have been
25 constructed to serve this subdivision, a sewage disposal system constructed in
26 accordance with the requirements of the Utah State Department of Health shall
27 be installed to serve each dwelling. The effluent from septic tanks shall
28 not be permitted to discharge into a stream, storm sewer, open ditch or drain,
29 unless it has been first passed through an absorption field approved by the
30 health authority.

31 The subscribers hereto, officers of WOODWARD, INC., certify that
32 the foregoing Declaration of Restrictive Covenants was duly authorized under

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

a resolution duly adopted by the board of directors of WOODWARD, INC., at a lawful meeting duly held and attended by a quorum.

In witness whereof, WOODWARD INC., has caused its corporate name to be hereunto affixed by its duly authorized officers this 12th day of August, 1953.

F. Grant Woodward
F. GRANT WOODWARD, Secretary

Woodward Inc.
WOODWARD, INC.

By Joseph T. Pepper Jr.
JOSEPH T. PEPPER, JR., President.

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 12th day of August, 1953, personally appeared before me JOSEPH T. PEPPER, JR., and F. GRANT WOODWARD, who being by me duly sworn did say, each for himself, that he, the said JOSEPH T. PEPPER, JR., is the president and he, the said F. GRANT WOODWARD is the secretary of WOODWARD, 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 JOSEPH T. PEPPER, JR, and F. GRANT WOODWARD each duly acknowledged to me that said corporation executed the same.

Edward J. [Signature]
Notary Public, residing at Salt Lake City, Utah.

My Commission Expires:
7-6-55

Platted	1
Indexed	2
Photo	3
Abstract	4
Notes	5

[Faded text]

[Faded text]

[Faded text]

[Faded text]

[Faded text]

[Faded text]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50