

1368125

DECLARATION OF RESTRICTIONS

WHEREAS, the title to the following described property situated in Salt Lake County, State of Utah;

07-1-10
R 2 7E 27 1 27-1-10

Lots 1 to 16, inclusive, Block 1, and Lots 1 to 18, inclusive, Block 2, of the proposed plat of Rose Park Plat "D", more particularly described as follows:
Beginning at the Northwest corner of Amos Addition, located in Section 27, Township 1 North, Range 1 West, Salt Lake Base & Meridian, plat of which is filed in the office of the Salt Lake County Recorder; running thence S. 0°08'33" E. 951.0 feet to a point S. 0°08'33" E. 24.0 feet from the Southwest corner of said Amos Addition; thence N. 89°59'34" W. 266.0 feet; thence S. 0°08'33" W. 250.56 feet; thence along the arc of a curve to the left, having a radius of 708.365 feet and which radius line bears S. 89°51'27" W., a distance of 300.22 feet; thence along the arc of a curve to the right, having a radius of 946.415 feet and which radius line bears N. 65°34'27" E., a distance of 401.11 feet; thence N. 0°08'33" W. 20.35 feet; thence S. 89°59'34" E. 412.41 feet to the point of beginning.

now stands of record in the name of Acme, Inc., a Utah Corporation.

WHEREAS, the owner is desirous of creating restrictions and covenants affecting said property.

NOW, THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of said lots, the owners do hereby declare the property hereinabove described subject to the restrictions herein recited, which restrictions shall operate as a blanket encumbrance upon said property and shall be deemed to be incorporated by reference in all conveyances of said property, or any part thereof, and all conveyances of said property, or any part thereof, shall be subject to said restrictions, which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, their successors and assigns and grantees, who are, or become owners of any lots. The restrictions are as follows:

A. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, and a private garage for not more than two (2) cars, and other structures as provided in Paragraph "M".

B. No building, outhouse, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall there be any changes made to the exterior by way of alteration, addition, repairing, remodeling or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications therefor including front, side and rear elevations and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the

exact location of such structure, or such altered structure, on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval, and approved in writing by a committee, which committee is provided for in Paragraph "F". In no event shall the fences placed on any of the lots extend toward the street either in front or at the side of the house beyond the nearest extension of the house or garage to the street, nor shall any fence exceed six feet in height above the finished surface of the ground.

C. In the event the proposed improvement be only for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall be necessary to file in duplicate the color schemes of such proposed work and have the same approved in writing prior to the commencement of such work.

D. The committee shall endorse the plans and specifications, etc. on all work performed, whether for decoration or alteration, and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.

E. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently, and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this Declaration.

F. The building and architectural Committee shall be composed of S. Grover Rich and Alan E. Brockbank and L. H. Brockbank, or by a representative designed by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining 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 thirty 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 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 performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall

cease on and after January 1, 1984. 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 said lots and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee. It is the intent of these Deed Restrictions to define the name "Committee" wherever it appears in the Deed Restrictions, to mean the "Building and Architectural Committee" referred to in this paragraph.

G. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat except on corner lots. In any event, no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor nearer than fifteen feet to any side street line. No building, except a detached garage or other outbuilding located fifty feet, or more, from the front lot line, shall be located nearer than 1.0 foot to any side lot line.

H. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or will become an annoyance or nuisance to the neighborhood.

J. 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. Nor shall any house be moved upon any lot, or any part of a lot, in this section unless permission is given by committee mentioned above in Paragraph "F".

K. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless and until written approval shall have been secured from the committee.

L. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as in Paragraph "M" hereof permitted) shall be kept or maintained on any part of said property.

M. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but

the committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose, unless and until authorized in writing by the committee, and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or any other noisy fowl, be kept for any purpose on any lot.

N. No dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of one-story open porches and garages, which shall be less than 750 square feet in the case of a one-story structure.

O. Easements affecting all lots are reserved over the rear five feet of each lot, and an easement shall be reserved five feet in width along side-yard lines as shall be required to meet the installation of utilities and their maintenance.

P. No signs, billboards, or advertising structures may be erected or displayed on any of the lots, except Rose Park project signs and signs in connection with business properties, and except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot or house for sale or for rent, may be displayed on the premises affected, nor shall any trash, ashes or any other refuse be thrown or dumped on any lot or any part thereof. Nor shall any rubbish or trash or waste soil or material be dumped into the street, except in prescribed garbage containers.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1984, 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.

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.

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.

The restrictions herein contained shall be known to be in addition to, and not in conflict with the zoning ordinance now in force as enacted by Salt Lake City, Utah.

Executed this 12th day of April, 1954.

ACME, INC.

By Alan E. Brockbank

President

STATE OF UTAH
COUNTY OF SALT LAKE (SS.)

On the 12th day of April, 1954, personally appeared before me, Alan E. Brockbank, who being by me duly sworn did say that he, the said Alan E. Brockbank, is the President of Acme, 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 Alan E. Brockbank duly acknowledged to me that said corporation executed the same.

Louis Butterworth

Notary Public
Residing at Salt Lake City, Utah

My Commission Expires: 8-14-54

