

Recorded MAY 4 1958 at 348 P. M.
Request of ~~WALTER ABSTRACT~~ WYLER CO.
Pre Paid. Hazel Torgart Chase,
Recorder, Salt Lake County, Utah
310 R. Q. Schmitt Deputy
Book 1084 Page 364

1370868

RESTRICTIONS AND PROTECTIVE COVENANTS FOR WOODSIDE HEIGHTS ADDITION NO. 2, SALT LAKE COUNTY, UTAH.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property situated in Salt Lake County, State of Utah:

All of WOODSIDE HEIGHTS ADDITION NO. 2, according to the official plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah, in Book "O", of Plats, page 6, as entry No. 1370576.

are desirous of developing said property as a residential district, and do hereby declare that said land shall be held and conveyed subject to the following protective covenants:

I.

Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed one story in height and a private garage for not more than two automobiles.

II.

Every dwelling erected on any of the lots in said subdivision shall have a ground floor area, exclusive of open porches or attached garages, of not less than 1000 square feet.

III.

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 Jim Pappas, Thelma Pappas and P. J. Sullivan, 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 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 its designated representative, shall cease on and after Jan. 1, 1964, 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.

IV.

No building shall be located on said residential building plot nearer than 25 feet to the front lot line nor nearer than 15 feet to any side street line.

V.

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described.

VI.

No trailer, basement, tent, shack, garage or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof 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.

VII.

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

VIII.

No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

-continued-

IX.

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

X.

An easement is reserved over the rear 5 feet of Lots 14, 15, 16, 18, 19, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35 and 36 for utility installation and maintenance.

XI.

No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot in said subdivision, except one dog, one cat and birds as are kept as household pets.

XII.

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XIII.

If the parties now claiming any interest in said residential lots hereinbefore described or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 25 years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XIV.

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 25 years from the date hereof subject to automatic extension as provided in paragraph XII hereof.

Dated at Salt Lake City, Utah, this 4th day of May, 1954.

Owners of Lots 33, 34 and 35 only.

Ernest S. Cook

Annie E. F. Cook

Jim Pappas
Thelma Pappas
Edward S. O'Connor
E. S. O'Connor
Gretchen Ziegler O'Connor

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 16 day of April, 1954, personally appeared before me JIM PAPPAS and THELMA PAPPAS, his wife, ERNEST S. COOK and ANNIE E. F. COOK, his wife, the signers of the above and foregoing instrument, who duly acknowledged to me that they executed the same.


My commission expires: June 31, 1954

[Signature]
Notary Public - Residing at
Salt Lake City, Utah.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 30th day of April, 1954, personally appeared before me Edward S. O'Connor and Gretchen Ziegler O'Connor, his wife, two of the signers of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires June 21, 1954.



Notary Public - Residing at
Salt Lake City, Utah