

1371952

MAY 12 1954
Recorded at 11:22 a.m.
Request of SSES INC.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 4.80 By Deputy
Book 1086 Page 442 Ref.

PROTECTIVE COVENANTS

OF

HAWKER HEIGHTS ADDITION NO. 2, A SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, GEORGE H. SWEATH and MARY H. SWEATH, his wife, have heretofore caused to be surveyed, platted and subdivided into lots and streets the following described real property located in Salt Lake County, State of Utah, to wit:

Beginning at the Southwest corner of Hawker Heights Subdivision, said point also being South $89^{\circ} 55' 48''$ East 562.35 feet and North 1194.51 feet from the South $1/4$ corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base & Meridian, and running thence East 185.00 feet; thence South 24.00 feet; thence East 125.00 feet; thence North 24.00 feet; thence East 191.00 feet; thence South 22.00 feet; thence East 124.92 feet; thence South 702.00 feet; thence West 190.92 feet; thence South 18.00 feet; thence West 241.09 feet; thence North $69^{\circ} 10'$ West 207.48 feet; thence North 668.21 feet to the point of beginning.

That the Subdivision so platted is designated and known as "HAWKER HEIGHTS ADDITION NO. 2"; that the plat thereof was accepted by the Board of Commissioners of Salt Lake County on May 10, 1954 and has been recorded in the Office of the County Recorder of Salt Lake County, Utah, in Book 0 of Plat at Page 9 on the 11 day of May, 1954.

That the undersigned GEORGE H. SWEATH and MARY H. SWEATH, his wife, are the owners of all of the land located in said subdivision except the portion thereof dedicated as public streets.

NOW, THEREFORE, all of the lots shown on the plat of "HAWKER HEIGHTS ADDITION NO. 2" are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons or corporations who hereafter own or have an interest in any lot in said subdivision shall take and hold the same subject to the agreement and covenants with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty-five (25) years from the 12 day of May 1954; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of twenty-five (25) years each;

provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this subdivision may release all of the lands hereby restricted from any and all said restrictions and covenants at the end of the first twenty-five (25) year period, or of any successive twenty-five (25) year period, by executing an appropriate agreement in writing for such purpose and filing it, for record, in the Office of the County Recorder of Salt Lake County, Utah, at least five (5) years prior to the expiration of any twenty-five (25) year period.

USE OF LAND:

All of the Lots shall be used only for private single family dwellings of not to exceed two (2) stories in height and a private garage for not more than two (2) cars. No flat or apartment house shall be erected thereon. No animals or fowl shall be housed, maintained or kept on any of the lots, except household pets.

SET BACK OF IMPROVEMENTS AND APPURTENANCES:

No building shall be erected on any of said lots nearer than twenty (20) feet to the front lot line, nor nearer than eight (8) feet to any side line. The side line restriction shall not apply to a garage located on the rear one-quarter of any lot, except that on corner lots no structure shall be permitted nearer than twenty (20) feet to the side street line.

NO TRADE OR BUSINESS PERMITTED:

No trade or business of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon.

PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED:

No building shall be placed or erected on any lot until the design and location have been approved, in writing, by a committee appointed by a majority of the owners of the lots in the subdivision. Each lot shall have one vote. The undersigned hereby agrees to appoint the original committee

within thirty (30) days from date. In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision.

BUILDINGS PERMITTED:

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than nine hundred (900) square feet, in the case of one story single family dwellings, and not less than six hundred (600) square feet in the case of one and a half or two story single family structures.

LOT REQUIRED FOR BUILDING:

No lot shall be divided or changed in size or area without the approval of the Subdivision Building Committee but in no event shall changes be made to create more building sites than the number on the original plat filed with the Salt Lake County Recorder, nor shall any residential structure be erected or placed on any building plot which has an area of less than eight thousand (8000) square feet or a width of less than sixty-five (65) feet at the front building set back line.

EASEMENT FOR UTILITIES:

An easement is reserved over the rear five (5) feet of each lot, and as otherwise indicated on recorded Plat, for utility installation and maintenance.

RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any person, persons or corporation, except in respect

of breaches committed during its, his, her or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned, GEORGE H. SMEATH and MARY H. SMEATH, his wife, or the owner or owners of any of the lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed a waiver of the right to do so thereafter.

INVALIDATION OF RESTRICTIONS:

The invalidation of any restriction herein contained, by judgement or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS THE HANDS of said GEORGE H. SMEATH and MARY H. SMEATH, his wife, this 12 day of May 1954.

George H. Smeath

Mary H. Smeath

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 12 day of May 1954, personally appeared before me, GEORGE H. SMEATH and MARY H. SMEATH, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Walter A. Shaw
NOTARY PUBLIC

RESIDING IN SALT LAKE CITY, UTAH



COMMISSION EXPIRES:
September 22, 1954