

1377609

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HILLSDALE SUBDIVISION NO. 3

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the American Housing Corporation, a Utah corporation, and Thomas Christian Barney, a single man, are the owners of the following described real estate located in Salt Lake County, State of Utah; to-wit:

Beginning at a point which is North 89° 58' 50" East 744.50 feet along the quarter section line from the Northwest corner of the Southwest quarter of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89° 58' 50" East 742.50 feet; thence South 1322.51 feet; thence South 89° 56' 05" West 379.50 feet; thence North 15.0 feet; thence South 89° 56' 05" West 363.0 feet; thence North 1308.10 feet to point of beginning.

and are desirous of creating restrictions and covenants affecting said property.

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

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1979, 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.

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 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.

A- All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single- or double-family dwelling not to exceed one and one-half stories in height and a private garage for not more than three cars.

B- 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 Estel L. Wright, H. J. Cassity, and O. P. Pearce, 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 of its designated representative, shall cease on and after January 1, 1979. Hereafter 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.

C- No building shall be located on any residential building plot nearer than 20 feet to the front lot line, nearer than 8 feet to any side lot line, or nearer than 10 feet to any side street line. In the case of an attached garage, it shall be no

nearer than 10 feet to any side street line or nearer than 8 feet to any side lot line. No detached garage shall be nearer than 45 feet to any front lot line, nearer than 8 feet to any side street line, or nearer than 2 feet to any side or rear lot line.

D- No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 60 feet at the front building setback line.

E- 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.

F- 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.

G- No building shall be erected or moved onto any building plot which does not conform to the general architecture of the subdivision.

H- The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 960 square feet in the case of a one-story, one-family structure; nor less than 700 square feet in the case of a one and one-half story, one-family structure; nor less than 1200 square feet in the case of a one-story, two-family structure; nor less than 900 square feet in the case of a one and one-half story, two-family structure.

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

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

WITNESS the hands of said owners this 26th day of May, 1954.

ATTEST:

H. J. Cassity
Secretary

AMERICAN HOUSING CORPORATION

By *Estel L. Wright*
Its President

Thomas Christian Barney
Thomas Christian Barney

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

On the 26th day of May, 1954, personally appeared before me Estel L. Wright and H. J. Cassity, who being by me duly sworn did say, each for himself, that he, the said Estel L. Wright is the president and he, the said H. J. Cassity is the secretary of American Housing Corporation, 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 Estel L. Wright and H. J. Cassity each duly acknowledged to me that said corporation executed the same and that the seal affixed hereto is the seal of said corporation.

J. E. Ferrin
Notary Public
Residing at Salt Lake City, Utah

My commission expires 12/13/54

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

On the 26th day of May, 1954, personally appeared before me Thomas Christian Barney, a single man, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Arthur W. Truman
Notary Public
Residing at Salt Lake City, Utah

My commission expires January 1957

Recorded JUN 21 1954 at 4:19 P.M.
Request of Am. Bldg. Co. 52790
Fee Paid, Hazel Taggart Chano,
Recorder, Salt Lake County, Utah
5.50 By Willcomb Deputy
Book 1098 Page 237 Ref.