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Recorded JUL 22 1954 at 9:31 a.m.
Request of Frank L. Heugly
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 4.00 By R. L. [Signature] Deputy
Book 1107 Page 557 Ref. 2325 East Neff Lane.

CERTIFICATE OF USE RESTRICTIONS

SIERRA VISTA SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, the undersigned Frank L. Heugly and Virginia C. Heugly, his wife, being the owners of a certain parcel of land, situate in Salt Lake County, State of Utah, have platted and subdivided the same into a subdivision designated and known as Sierra Vista Subdivision, and

Whereas, the plat of said subdivision has been duly approved and the same is on file and of record in the office of the County Recorder of Salt Lake County, Utah, and

Whereas, the premises included in said subdivision are more particularly identified and bounded by said plat which is hereby referred to and made a part hereof, and

Whereas, the undersigned Frank L. Heugly and Virginia C. Heugly have heretofore conveyed Lot 2 of said subdivision to the undersigned Ivan J. Anderson, who is now the owner of said premises and said Ivan J. Anderson and Berlene B. Anderson, his wife, join herein, and

Whereas, it is desired in connection with the development of said subdivision and as part of a general building plan for the benefit and protection of the owners of the respective lots therein to provide for certain use restrictions which shall govern and control the use and enjoyment of the lots within said subdivision,

NOW THEREFORE, the undersigned Frank L. Heugly, Virginia C. Heugly, Ivan J. Anderson and Berlene B. Anderson, do hereby certify and declare that each and all of the lots within such subdivision shall be owned, held and enjoyed by the respective owners thereof, their heirs and assigns, subject to the following restrictions:

- (1) All of the lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not over $1\frac{1}{2}$ stories high and a private garage for the owner's passenger cars.

(2) No building shall be erected, placed or altered on any lot unless the design and location on the lot conform to and are in harmony with existing structures in the tract.

(3) No dwelling shall be erected or placed in said tract with a ground floor square foot area of less than 1100 feet of living area, not including the garage. No lot shall be re-subdivided into smaller parcels.

(4) 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.

(5) No trailer, basement, tent, shack, garage barn or other out building 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.

(6) Until such time as a sanitary sewer system shall have been constructed to serve said tract, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into any stream, storm sewer, open ditch, or drain.

(7) No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building or structure thereon.

(8) No rubbish shall be stored or allowed to accumulate on any area within said tract.

(9) The covenants and restrictions herein set forth shall run with the land and shall be binding on the parties hereto and all parties claiming under them until August 1, 1979, after which time said covenants shall be automatically extended for successive ten year periods, unless an instrument, signed by a majority of the owners of the lots within said tract, has been recorded agreeing to change said covenants in whole or in part.

(10) If any owner or occupant of any parcel of land within said subdivision shall violate or attempt to violate any of the covenants or restrictions herein set forth while the same are in force and effect, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.

(11) All purchasers of property within said tract shall, by acceptance of contracts or deeds for any lot or lots shown thereon, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements herein set forth.

(12) It is expressly agreed and understood that in the event any covenant or condition or restriction herein set forth or any portion thereof shall be held invalid, such invalidity shall in no way effect any other covenant, condition or restriction.

IN WITNESS WHEREOF, the undersigned have caused these covenants to be signed this 22 day of July, 1954.

Frank L. Heugly
Virginia C. Heugly
Ivan J. Anderson
Verlene B. Anderson

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 22 day of July, 1954, personally appeared before me Frank L. Heugly and Virginia C. Heugly, his wife, and Ivan J. Anderson and Verlene B. Anderson, his

wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Marion J. Steed
Notary Public, residing at
Salt Lake City, Utah

My Commission Expires:

Oct 1 1955