

1417015

Recorded MAR 13 1955 at 3:45 P.M.
Request of SECURITY TITLE CO. No. _____
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 3.40 By A. M. Menden Deputy
Book 1177 Page 632 Ref. _____
Return to _____

DEDICATION OF RESTRICTIVE COVENANTS

MATHILDE BREITLING, a single woman, and _____, ~~his wife~~, ~~and~~ CARL

E. JOHANSON and MILDRED S. JOHANSON, his wife, all of Salt Lake County, State of Utah, the owners of the following described real property situate in Salt Lake County, State of Utah, to-wit:

Breitling Park Subdivision particularly described as follows:

Beginning at a point North 89° 54' 15" West 25.01 feet from the Southeast corner of Block 13, Ten-Acre Plat "A", Big Field Survey, and running thence North 89° 54' 15" West 966.81 feet; thence North 917.4 feet; thence East 237.44 feet; thence North 199.32 feet; thence East 755.90 feet; thence South 0° 4' 39" West 1093.37 feet to a point of a 25 foot radius curve to the right; thence Southwesterly 39.28 feet along the arc of said curve to the point of beginning,

do hereby place the hereinafter designated restrictive covenants on the said described land:

(a) Lots 1 to 75 inclusive, shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling, and a one or two car garage.

(b) No building shall be located on any residential lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage located 70 feet or more from the front lot line, or as per county zoning requirements, shall be located nearer than three feet to any side residential lot line.

(c) No business or trade or commercial enterprise of any kind shall be conducted or carried on upon any residential lot. This restriction, of course, will not apply to lot 76 which is a commercial lot. Nor shall anything be done on a residential lot which may be or become an annoyance or nuisance to the neighborhood.

(d) No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

(e) No dwelling containing less than 850 square feet shall be permitted on any residential lot. No structure shall be built upon any residential building lot containing more than two stories, and in the event of a two story structure

there must be at least 850 square feet on the ground floor. In computing square footage, the area involved in open porches or garages shall not be included.

(f) No fowls or animals except as pets shall be kept or maintained upon any residential lot.

(g) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(h) Until such time as a sanitary sewer system shall have been constructed to serve this 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 a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by a health authority.

(i) 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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(j) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1987, 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.

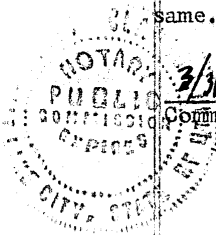
(k) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 9 day of March, 1955, at Salt Lake City, Utah.

Mathilde Breittling
Carl F. Johnson
Mildred S. Johnson

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

On this 9th day of ^{March} ~~January~~, 1955, personally appeared before me
Mathilde Breitling, a single woman, and _____, his wife, and _____
_____ and _____, his wife, ^{one of} the signers
of the foregoing instrument, who duly acknowledged to me that they executed the
same.



Irwin Dawson
Notary Public, residing at Salt
Lake County, Utah

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

On this 12th day of March, 1955, personally appeared before me CARL F.
JOHANSON and MILDRED S. JOHANSON, his wife, two of the signers of the foregoing
instrument, who duly acknowledged to me that they executed the same.



My Commission Expires:

Robert W. White
Notary Public, residing at Salt
Lake County, Utah