

1429937

JOHN W. NEW and  
WANDA M. NEW, his wife

-TO-

WHOM IT MAY CONCERN

Recorded JUN 6 1966 at 1:07 P.M.  
Request of No. 612-118-1  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$5.80 By Wanda M. New Deputy  
Book 1204 Page 250 Ref. \_\_\_\_\_  
RESTRICTIVE COVENANTS

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WHEREAS, JOHN W. NEW and WANDA M. NEW, of Salt Lake County, Utah are the owners of certain real property situate in Salt Lake County, State of Utah, to-wit:

Lots 1-13, inclusive, ES-QUIRE ACRES No. 6, part of a Subdivision, being located in Section 2, Township 2 South, Range 1 East, Salt Lake Base & Meridian, as shown by the Official Plat thereof recorded in the Salt Lake County Recorder's Office on the \_\_\_\_\_ day of May, 1955 as entry # \_\_\_\_\_.

WHEREAS, John W. New and Wanda M. New, as the owners of that certain tract of land in Salt Lake County, State of Utah, hereinabove described, which has been subdivided into residential lots and streets as designated on the official plat, desire to place restrictions against the title to said real estate:

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter contained, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described, and each and every part thereof, and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and conveyed subject to the following reservations, restrictions, and covenants hereinafter set forth.

(1) PERSONS BOUND BY THESE RESTRICTIONS: That all covenants and restrictions herein stated and set-forth shall run with the land and all persons, partnerships, and corporations, who now own or shall hereafter acquire any interest in any of the land hereinabove described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from date hereof to July 1, 1970, at which time said covenants and restrictions shall be automatically extended for a successive period of 10 years unless, by a vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part, provided, that the owners of three-fourths of the property may release any or all of the land hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying with particularity the restrictions or restriction released and by filing said agreement with the office of the Salt Lake County Recorder, at any time after July 1, 1965.

(2) USE OF LAND: That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. That each and every lot platted and designated as such in the plat of the said subdivision shall be held, owned and considered as a separate residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one single-family dwelling of not to exceed one story in height above the street and a private garage for not more than two automobiles, however, a split-level or two level residence may be permitted if the contour of the lot permits. That no more than two feet of concrete can be showing above the ground.

(3) QUALITY AND SIZE: The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1,200 square feet with basement, including split-level or two-level residences, and not less than 1,300 square feet otherwise. All garage and house roofs must conform to the surround-

ing area and said roofs must not have more than a 2-12 pitch. All residences must be constructed of brick construction and must be built under Federal Housing Administration or Veterans Administration regulations, or equivalent.

(4) REVIEW OF PLANS AND SPECIFICATIONS AND ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot in the said subdivision unless and until the construction plans and specifications and a plan showing the locations of the structure shall have been approved by the control committee as to quality of workmanship and materials, structural safety and utility, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. All plans to be returned to the owner upon the completion of the residence and the residence shall be considered completed at the time of the final inspection by the Federal Housing Administration or Veterans Administration. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in sections 6 and 7.

(5) COMPLIANCE WITH ZONING ORDINANCES OF SALT LAKE COUNTY: All buildings placed and used upon any lot or lots in the said subdivision shall be so placed and used in accordance with the provisions of the Salt Lake County Zoning Ordinances relating to Residential Zone R-2, unless otherwise modified by the covenants herein contained; provided, however there shall be no unattached buildings of any type, the minimum lot area shall be not less than eight thousand (8,000) square feet; the minimum width of any lot shall be sixty-five (65) feet at a distance thirty (30) feet back from the front line; the minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall be not less than eighteen (18) feet. On corner lots the side yard which faces on a street shall be not less than twenty (20) feet or the average of existing buildings where fifty (50%) per cent or more of the frontage is developed, but in no case less than fifteen (15) feet or be required to be more than twenty (20) feet. The minimum depth of the rear yard for any building shall be thirty (30) feet, provided that on corner lots which rear upon the side yard of another lot buildings shall be located not closer than ten (10) feet to such side yard.

(6) ARCHITECTURAL CONTROL COMMITTEE: For the purpose of carrying into effect the provisions of this agreement, there shall be a committee composed of John W. New 2846 South 3rd East, Salt Lake City, Utah, Roy O. Enderud, 2827 South State Street, Salt Lake City, Utah, and Oscar E. Osmondsen, 1111 Hillview Drive, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event of the resignation, removal or inability of all of the members of the said committee so to act, successors may be appointed by the vote of the majority of owners of the property in said subdivision. The members of the committee shall serve until their successors are duly appointed and qualified and neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(7) PROCEDURE: The committee or its representative shall approve or disapprove the plans and specifications submitted to it within 30 days from receipt thereof. Such approval or disapproval may be by letter or by written approval or disapproval on the plans themselves.

(8) SALE OF PART OF A LOT: No tract of land in said subdivision, excepting an entire lot as platted in the subdivision plat thereof, shall be used or sold as a residential lot without the consent of the said committee or its properly designated representative.

(9) NUISANCES: No barn, coop, shed, sty, or building of any other type shall be constructed for the purpose of housing, pigs, cows, sheep, goats, horses, poultry or any other livestock and none of the foregoing shall be kept, maintained, or permitted at any place within the limits of said subdivision,

excepting only household pets, however, not more than one cat and one dog may be kept by any one family. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a public or private nuisance to the neighborhood.

(10) TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, or other out-building erected in, upon, or about, any of said residential lots 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. 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.

(11) BASEMENTS: Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

(12) BILLBOARDS AND ADVERTISING PROHIBITED: No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots in said subdivision, or parts or portions of said residential lots, except that a single sign, not more than three feet by five feet in size, advertising a specific lot or house for sale or rent, may be displayed on the premises affected.

(13) GARBAGE: All residences must have garbage disposal units installed in them.

(14) VIOLATION AND DAMAGES: If the parties claiming any interest in said residential lots, 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, 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 covenants or covenant and/or restrictions or restriction, and to obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

(15) SAVINGS CLAUSE: Invalidity 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.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the 6 day of May, 1955.

Signed in the presence of

John W. New  
Wanda M. New

John W. New  
Wanda M. New

STATE OF UTAH }  
COUNTY OF SALT LAKE } SS:

On the 6 day of May, 1955, personally appeared before me JOHN W. NEW and WANDA M. NEW, his wife, the signers of the above instrument and acknowledged to me that they executed the same.

John W. New  
Notary Public, Residing at

Sandy, Utah

My Commission Expires August 15, 1956.