

BUILDING RESTRICTIONS FOR SCENIC HEIGHTS SUBDIVISION OF  
SECTION 14 T- 1 S-R-1 E- S-L-W.

Declared that each deeded tract of land in the development shall be subject to and conveyed subject to the reservations, restrictions and covenants hereinafter set forth:

1. The development, a part of which is described in each deeded tract of land, shall be known as, and consist of Lots Nos. 1 to 9 inclusive, with further division thereof hereby provided, SCENIC HEIGHTS SUBDIVISION.
2. Each and every lot shall be known, and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling, or a two family attached dwelling, without written approval from the Neighborhood Committee.
3. No buildings, fences walls or other structure shall be commenced, erected or maintained or shall any addition thereto, or change or alteration therein be made until plans, specifications, plot plan and grading plan thereof or information satisfactory to the neighborhood committee shall have been submitted to and be approved in writing by the committee, and a copy thereof as finally approved, lodged with the committee.
4. In so passing upon said plans the committee may take into consideration the suitability of the proposed buildings and of the material of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure on the outlook from the adjacent property. John A. Schaar and Faye N. Schaar are hereby declared as the designated Neighborhood Committee and shall continue to act as such committee until their designated advisors are added to the committee or in the event of death of one or both of the declared committee, the heirs shall become, or form a part of, the designated neighborhood committee. The committee's judgement shall be final and conclusive in all cases and shall have the right to say and determine the exceptions to be hereinafter provided, and that judgement and determination thereof shall be final and binding on all parties.
5. No residential structure shall be erected or placed on any building plot unless the plot contains 10,000 square feet or more, and has a width of 80 feet or more at the front lot line except with written consent of the committee.
6. No building shall be located on any residential building lot nearer than 30 feet to the front lot line, nor nearer than 15 feet to any side lot line, without written approval of the committee except in the following instances:
  - (a) A detached garage, which must be 15 feet from any residential building. An attached garage is considered part of the residential structure.
  - (b) A underground flat top garage which must be located 15 feet or more from the front lot line and not protrude more than 2 feet 6 inches above the surrounding general terrain. In both of the above instances (a) and (b), the garage must be situated so as to have the roof drippings fall at least 10 inches inside the plot on which the garage is erected.
7. No fence or wall, shall be erected nearer to the front lot line than the building limit lines of said lot without obtaining written consent from the heretofor established Neighborhood Committee.
8. No residential structure shall be erected or placed on any building plot which shall have a ground floor space area, exclusive of attached garage or breezeway, less than 900 square feet if a 1½ story or a two story structure or 1200 square feet if a one story structure, without written consent of the Committee. Residential structures shall be limited to two stories, which shall be construed as a ground floor and one additional floor above, exclusive of basement. Protrusion of cement basement above general terrain is not to exceed a maximum of 3 feet unless special written permission from the committee is obtained. Construction of external or outside steps shall not exceed the level of the ground floor.

Building restrictions for Scenic Heights Subdivision of Section 14 T.1S.R1E.S1M.

9. 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.
10. No trash, ashes, or other refuse may be thrown or dumped on any of the lots forming a part of this development, and any burning of trash, leaves or other refuse is to be limited to the prescribed time each week as set forth by the Neighborhood Committee, and then only in a suitable container.
11. The construction or maintenance of signs, bull boards or advertising boards exceeding an area of 5 square feet on any lot is prohibited except with written consent of the committee.
12. No tanks for the storage of oil, gasoline or other inflammable liquids may be maintained on any lot above the surface of the ground except with written consent of the committee.
13. It is further herein provided that the Neighborhood Committee in the deed to any of said lots, may change said restrictions in whole or in part with written consent of the owner of said lot when it is found to work a hardship on the lot owner due to irregular terrain, conformity of house design or other good and adequate reasons.
14. Reserved easements. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.
15. No trailer, basement, tent shack garage, barn or other outbuilding erected on 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.
16. No person or persons of any race or nationality other than the Caucasian race shall use or occupy any dwelling on the premises of any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.
17. All lots located in this development shall automatically become a part of and be subject to, the Subdivision and the respective regulations thereof, when subdividing proceedings are initiated. The Neighborhood Committee shall have the final and conclusive decision in the event any covenants contained herein conflict with subdivision regulations, and that decision shall be binding on all parties.
18. Planting or landscaping: In as much as the lots within this development are primarily "view lots," owners of real property within the development shall not plant, nor cause to be planted, trees or shrubbery which block the view of another owner without written consent of the Committee. In these instances the committee will obtain written permission of the other lot owners. In no instance will trees or shrubbery be planted which will readily reseed or come up in to the neighboring plots.
19. Lot Leveling: No additional lot leveling or grading will be furnished. Terracing in two additional separate levels toward the rear of the plots to afford more desirable landscaping in keeping with the adjacent plots will be accomplished at additional cost to the grantee. All additional leveling or terracing must conform to adjacent plots wherever possible, with final judgment vested in the committee, including the settlement of any controversial disputes. Permission is also hereby granted by the Grantee, to allow entrance on any respective plot, in order to accomplish the above mentioned terracing if required, and nearby surroundings and to add to, remove or displace the dirt comprising the terrain.
20. These covenants are to run with the land and shall be binding on all parties or persons claiming under them until 5 years, at which time said covenants shall automatically be extended for successive periods of ten 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. Owners of real property in this development shall have the right to exercise one vote for every 100 feet of frontage owned, or one vote or one vote for each lot owned if frontage is 80 feet or larger.

Building restrictions for Scenic Heights Subdivision of Section 14 T.1S.R1E.S1M.

21. 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 persons or person owning any real property situated in said development 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.

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

WITNESS, THE HANDS OF SAID OWNERS of lots Nos. 1 to 9 inclusive, do hereby covenant and agree to uphold these building restrictions this \_\_\_\_\_ day of May, A.D. 1955

<u>John A. Schaar</u>	<u>Fern Lopez</u>
<u>Wm. Albert Anderson</u>	<u>Dwight B. Vandenberg</u>
<u>Ray M. Schaar</u>	<u>Patricia W. Vandenberg</u>
<u>John A. Schaar</u>	<u>James V. Clark</u>
	<u>Jewel J. Clark</u>

STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

On this 6th day of June, 1955 personally appeared before me the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission expires:  
Feb. 16, 1958.

Robert T. Buchanan  
Notary Public, residing at  
Salt Lake City, Utah



Recorded JUN 6 - 1955 at 2:41 P. M.  
Request of John Schaar  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$5.80 By Wm. Albert Anderson Deputy  
Book 1204 Page 265 Ref. \_\_\_\_\_  
2025 Scenic Drive