

1437728

Recorded JUL 21 1966 at 11:28 a.m.  
Request of A. H. G. Smith  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$2.50 By Hazel Taggart Chase  
Book 1220 Page 406 Ref. 1564 South 24 East St.

RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

CANYON BREEZE, PLAT "A"

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ANSEL H. PRATT and RAMONA R. PRATT, his wife, as joint tenants and not as tenants in common, are the owners of the following described property in Salt Lake County, State of Utah, to-wit:

Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, of CANYON BREEZE, PLAT "A", a subdivision of part of Lot 19 and part of Lot 4, Block 14, Five Acre Plat "C", Big Field Survey.

And the undersigned MARION G. ROMNEY and IDA J. ROMNEY, his wife, as joint tenants and not as tenants in common, are the owners of the following described property in Salt Lake County, State of Utah, to-wit:

Lots 2, 3 and 4, of CANYON BREEZE, PLAT "A", a subdivision of part of Lot 19 and part of Lot 4, Block 14, Five Acre Plat "C", Big Field Survey.

That the undersigned owners of all of the lots in said subdivision desire to create restrictions and protective covenants affecting said real property to assure properly designed and appropriately constructed homes in said subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned owners hereby declare the said subdivision known as CANYON BREEZE, PLAT "A", subject to the following restrictions and covenants:

- A. All lots shall be residential lots and shall be restricted to uses for purposes specified in Residential "A" zoning requirements.
- B. No building shall be erected, placed upon any building lot, nor altered nor remodeled, until the building plans, specifications and plot plan showing the location and design of such building have been approved in writing by representatives designated by the Owners hereinabove named, as to compatibility with the general type or class of residence structures for which said subdivision has been established. It is contemplated that there will be no duplication of exterior design of any residence with respect to any other previously commenced structure. In the event consent of representative of owners cannot be obtained expeditiously, or in the event of any disagreement as to appropriate design or plan, the same may be resolved by the Salt Lake City Planning Commission.
- C. No building shall be erected nearer than 25 feet to the front line of the lot, nor nearer than 20 feet to the porch from the front line of the lot.

- D. No residential structure shall be erected on any building lot having a floor area on the main floor of less than 1200 square feet, exclusive of the area of any attached garage.
- E. No two story home shall be constructed on any of the building lots in said subdivision.
- F. An easement has been reserved at the rear of each building lot as shown on the plot plan of said subdivision, for telephone lines, electric power and light poles and transmission lines, and for other appropriate equipment for utilities to serve said lots and structures lawfully erected thereon.
- G. No previously built home shall be moved onto any of the said lots in said subdivision. Nor shall any temporary structure, trailer, tent, shack, garage, or barn or out-building, be used as a residence.
- H. No trade nor commercial activity shall be carried on within any of the building lots which shall become an annoyance or nuisance to the neighborhood. This restriction shall not be construed to prevent hobbies which do not become a nuisance.
- I. No person of any race different from the predominant race in the neighborhood, shall use or occupy any dwelling in said subdivision, except with the written consent of all of the property owners in said subdivision. This provision shall not exclude domestic servants of any race.
- J. At the end of 20 years following date of the approval of said subdivision, all of the foregoing provisions except "D" shall be continued in force for successive periods of ten years unless by vote of the owners of the major portion of the assessed value of said area, there shall be changes made in the restrictive covenants in harmony with conditions then prevailing.

IN WITNESS WHEREOF, we have executed the foregoing restrictions and protective covenants for Canyon Breeze, Plat "A", a subdivision, this 14th day of July, A. D. 1955.

Angel H. Pratt

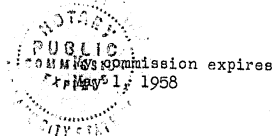
Ramona R. Pratt

Marion G. Romney

Ida J. Romney

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

On the 14th day of July, A. D. 1955, personally appeared before me ANGEL H. PRATT and RAMONA R. PRATT, his wife, MARION G. ROMNEY and IDA J. ROMNEY, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



[Signature]  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah.