

1440922

Recorded AUG 10 1966 at 4:12 P.
Request of McGHEE ABSTRACT TITLE CO.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
By M. Malheron Deputy
Book 227 Page 223 Ref. _____

HOMER HAY CONSERV

That the undersigned, owners of the following described real property in Salt Lake County, Utah.

All of Lots one through nine inclusive in Delma Subdivision, according to the official plat on file in the office of the County Recorder,

hereby declare that all and each of said lots above described shall be subject to and shall be conveyed subject to the RESERVATIONS, ERS RIGHTS AND COVENANTS hereinafter set forth.

(a)

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached one-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars, plus barns and outbuildings for animals allowed in Zone R2A.

(b)

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 1,300 square feet for a dwelling of more than one story.

(c)

No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 20 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach on another lot.

(d)

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat over the rear five feet of each lot.

(e)

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 nuisance to the neighborhood.

(f)

No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinafore described or parts or portions of said residential lots except that a single sign, not more than 1 x 8 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

(g)
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(h)
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(i)
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.

(j)
SUBDIVISION OF LOTS: No lot may be re-divided or sold in pieces other than as shown on the official plat, for the purpose of constructing additional dwellings thereon.

Dated this 10th day of August, A.D. 1955.

WITNESS

SIGNED

Arthur Thomas
Vida D. Thomas
Charles Webb.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 10th day of August, A.D. 1955, personally appeared before me ARTHUR THOMAS and VIDA D. THOMAS, his wife, and CHARLES WEBB, a single man, the signers of the within instrument, who duly acknowledged to me that they executed the same.

W. Sullivan
Notary Public - residing at
Salt Lake City, Utah.

My commission expires April 15, 1956.