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SEP 29 1955 ~~SEP 29 1955~~ at 9:54 A.  
Burgess E. Colemere  
Enid Colemere  
Book 1248 Page 224  
2789 Canyon Drive

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

ELIZABETH COLEMERE, BURGESS E. COLEMERE, and ENID COLEMERE, his wife, the owners of the following described real property situate in Salt Lake County, State of Utah, to-wit:

All of the Elizabeth Heights, a subdivision according to the official plat thereof, on file in the office of the County Recorder of Salt Lake County, Utah.

do hereby place the hereinafter restrictive covenants on all of said described land.

(a) All of the lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one story in height, and a private garage for no more than two cars, excepting, however, that corner lots shall be governed only by restrictions set up in the Uniform County Zoning Ordinance.

(b) No building shall be located on any residential plot nearer than 30 feet to the front lot line or nearer than 8 feet to any side street line or nearer than 8 feet to an interior lot line. The side yard interior minimums do not apply to a garage or other permitted accessory buildings detached and located in the rear of the residence.

(c) No trailer, basement, tent, shack, garage or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(d) No building shall be erected on any lot until the design and location thereof have been approved in writing by Burgess E. Colemere, owner and subdivider. In any case no dwellings shall be permitted in said tract with a ground floor square foot area of less than 1000 square feet, if the structure does not contain an attached garage, nor less than 1,000 feet if the structure contains an attached garage. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 70 feet at the minimum building set back line, corner lots excepted as above, or an area of less than 8000 square foot.

(e) No provision shall be made on any dwelling lot for the raising of poultry or the housing of cows, horses, or other livestock ~~except with the written approval of Burgess E. Colemere~~ *OK 9.26.55 E.M.C.*

(f) The covenants and restrictions herein shall run with the land and shall be binding on the parties hereto and all persons claiming under them until October 1, 1979, at which time they shall terminate, unless sooner renewed by a majority of the persons owning lots in said subdivision.

(g) 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 10th day of September, 1955.

STATE OF UTAH )  
COUNTY OF SALT LAKE )

*Elizabeth Colemere*  
*Burgess E. Colemere*  
*Enid Colemere*

On the 10th day of September, 1955, personally appeared before me Elizabeth Colemere, Burgess E. Colemere, and Enid Colemere, his wife, the signers of the foregoing restrictive covenants, who duly acknowledged to me that they executed the same.

My Commission Expires: *July 14, 1957*

*Samuel L. Cannon*  
Notary Public  
Residing at