

1454697

Recorded at Request of Alan E. Brockbank NOV 7 1955  
at 1:07 P Fee paid \$6.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah  
By J. Madeline Dep. Book 1255 Page 479 Ref. 428 E. 2nd South

DECLARATION OF RESTRICTIONS

\* \* \* \* \*

WHEREAS, the title to the following described property situated in Salt Lake County, State of Utah:

All of Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, ROSE PARK PLAT "P", according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

now stand of record in the name of ALAN E. BROCKBANK, Trustee.

WHEREAS, the owner is desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of said lots, the owner does hereby declare the property hereinabove described subject to the restrictions herein recited, which restrictions shall operate as a blanket encumbrance upon said property, and shall be deemed to be incorporated by references in all conveyances of said property, or any part thereof, and all conveyances of said property, or any part thereof, shall be subject to said restrictions, which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, his successors and assigns and grantees who are, or become owners, of any lots. The Restrictions are as follows:

A. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, and a private garage for not more than two (2) cars, and other structures as provided in Paragraph "M".

B. No building, outhouse, garage, fence, wall, retaining wall, or other structures of any kind shall be erected, constructed placed or maintained on said real property, or any part thereof, nor shall there be any changes made to the exterior by way of alteration, addition, repairing, remodeling or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications thereof, including front, side and rear elevations and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered

structure, on the lot with reference to the street and side lines thereof, shall have been first submitted in writing for approval, and approved in writing by a committee, which committee is provided for in Paragraph "F". In no event shall the fences placed on any of the lots extend toward the street, either in front or at the side of the house, beyond the nearest extension of the house or garage to the street, nor shall any fence exceed six feet in height above the finished surface of the ground.

C. In the event the proposed improvement be only for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall be necessary to file in duplicate the color schemes of such proposed work, and have the same approved in writing prior to the commencement of such work.

D. The Committee shall endorse the plans and specifications, etc. on all work performed, whether for decoration or alteration, and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.

E. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently, and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this Declaration.

F. The Building and Architectural Committee shall be composed of S. Grover Rich, Alan E. Brockbank and L. H. Brockbank, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said Committee, the remaining members shall have full authority to approve, or disapprove, such design and location or to designate a representative with like authority. In the event said Committee, or its designated representative, fails to approve, or disapprove, such location and design within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building, or the making of such alterations, has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Neither the members of

such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and the duties of such Committee, and of its designated representative, shall cease on and after January 1, 1985. Thereafter, the approval described in this Covenant shall not be required unless prior to said date, and effective thereon a written instrument shall be executed by the then record owners of a majority of said lots, and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Committee. It is the intent of these Deed Restrictions to define the name "Committee" wherever it appears in the Deed Restrictions to mean the "Building and Architectural Committee" referred to in this paragraph.

G. No building shall be located nearer to the front lot line, or nearer to the side street line, than the building setback lines shown on the recorded plan except on corner lots. In any event, no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor nearer than fifteen feet to any side street line. No building, except a detached garage, or other outbuildings, located fifty feet, or more, from the front lot line, shall be located nearer than 8.0 feet to any side lot line.

H. No residential structure shall be erected, or placed on any building plot, which plot has an area of less than 5000 square feet, or a width of less than 50 feet at the front building setback line.

I. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be, or will become, any annoyance or nuisance to the neighborhood.

J. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any house be moved upon any lot, or any part of a lot, in this section unless permission is given by Committee mentioned above in Paragraph "F".

K. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence

located thereon, unless and until written approval shall have been secured from the Committee.

L. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as in Paragraph "M" hereof permitted) shall be kept or maintained on any part of said property.

M. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot. The Committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose, unless and until authorized in writing by the Committee, and in granting any such authorization the Committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or any other noisy fowl, be kept for any purpose on any lot.

N. No dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of one-story open porches and garages, which shall be less than 750 square feet in the case of a one-story structure.

O. Easements affecting all lots are reserved over the rear five feet of each lot, and an easement shall be reserved five feet in width along sideyard lines as shall be required to meet the installation of utilities and their maintenance.

P. No road, driveway or alley for vehicular travel shall be constructed, maintained or used by the owners of any lot number 40 and Lots 3 to 18, inclusive, for the purpose of ingress or egress from the rear of said lots directly to or from the Freeway.

Q. No signs, billboards, or advertising structures may be erected or displayed on any of the lots, except Rose Park project signs and signs in connection with business properties, and except that a single sign, not more than 3 X 5 feet in size, advertising a specific lot or house for sale, or for rent, may be displayed on the premises affected, nor shall any trash, ashes or any other refuse be thrown or dumped on any lot, or any part thereof. Nor shall any rubbish or trash or waste soil or material be dumped into the street except in prescribed garbage containers.

R. No carport on any lot shall be used for storage or clothes drying purposes.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1985, at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the ten owners of the lots it is agreed to change said Covenants in whole, or in part.

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 person, or persons, owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person, or persons, violating or attempting to violate any such Covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

The restrictions herein contained shall be known to be in addition to and not in conflict with the Zoning Ordinance now in force as enacted by Salt Lake City, Utah

Executed this 25th day of October, 1955

*Alan E. Brockbank*  
Trustee

STATE OF UTAH  
( ss.  
COUNTY OF SALT LAKE

On the 25th day of October, 1955, personally appeared before me, ALAN E. BROCKBANK, Trustee, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

*Louise Buttersworth*  
Notary Public Residing at  
Salt Lake City, Utah

My Commission Expires: 8-14-57