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BOOK 1258 PAGE 256

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Request of Geo. Schmitter
Fee Paid Hazel Stewart Chase,
Registrar, Salt Lake County, Utah
370
Book Page Ref.
1361 E. Parkway 59122
Deputy

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, are the owners of the following described property at Salt Lake County, State of Utah, to-wit:

All of Lots 1 to 27 inclusive, SCHMITTER SUBDIVISION, according to the plat thereof recorded in the office of the County Recorder of Salt Lake County;

and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property herein described subject to the following restrictions and covenants:

A - All of Lots above mentioned shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single or double-family dwelling, and one or two car garage.

B - No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line, except on Lot 13 no building shall be located nearer than 15 feet to any side street line. No building shall be located nearer than 8 feet to any side lot line except a detached garage, carport or patio located 60 feet or more from the front lot line shall be located not nearer than one foot from any side lot line.

C - No structure shall be erected, altered, placed or permitted to remain on Lots 1 to 17 inclusive which is more than one-story in height. No structure shall be erected, altered, placed or permitted to remain on lots 18 to 27 inclusive which is more than two-stories in height.

D - No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of George H. Schmitter, Bernice M. Schmitter, and Calvin B. Stewart, or by a representative designated by a majority of the members of said committee. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 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 have 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. In the event of death or resignation of any member of said committee the remaining member, or members shall have full authority to approve or disapprove such design or location or to designate a representative with like authority. 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 duties of such committee or its designated representative, shall cease on and after January 1, 1962 and 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 owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

E - No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

F - Not more than one dwelling shall be erected on any one building lot.

G - 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.

H - No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

I - The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet in the case of a one-story structure nor less than 900 square feet in the case of a two-story structure.

J - Until such time as a sanitary sewer system shall be constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by a health authority. Said sewage disposal system shall also be constructed in accordance with FHA Form 2084c.

K - An easement and right of way is hereby reserved over and across the rear 5 feet of all lots in said subdivision for the installation and maintenance of utilities.

L - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of 10 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.

M - 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 and either to prevent him or them from so doing or to recover damages or other dues for such violation.

N - 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.

WITNESS our hands this 10th day of November, A.D., 1955.

George H. Schneider

Bernice M. Schneider

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 10th day of November, 1955 personally appeared before me George H. Schneider and Bernice M. Schneider, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission Expires:

August 26, 1957

Evelyn Mathewson
Notary Public

Residing at Salt Lake City, Utah

