

1456143

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
OAKCLIFF PARK

Recorded NOV 17 1955 at 10:42 a.m.
Request of CITY TITLE COMPANY
4.90
A. Menden
7/1/55
RECORD DEPT.

PROD 1258

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Commerce Investment Company, a Corporation of Utah, and Pearl L. Neilson, Valois Neilson, Claude E. Neilson and Alice Neilson his wife, Beryl N. Erickson and Rex Nowell have cause to be surveyed, platted and subdivided into lots and streets, the following described real property located in Salt Lake County, State of Utah, to wit:

Beginning at a point on the East Line of a State Highway said point being S 89° 13' 43" E, 263.51 feet the South 1/4 corner of section 2, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence S 89° 13' 43" E, 281.55 feet; thence N 0° 46' 17" E, 324.82 feet; thence N 5° E, 448.73 feet; thence N 58° 26' 37" W, 145.52 feet thence N 43° 12' 38" W, 56.59 feet; thence N 69° 51' 05" W, 155.81 feet to the east line of said State Highway; thence N 0° 58' 30" E, 114.00 feet along said East line of State Highway to point of 1332.69 foot radius curve to the right; thence Northerly along the arc of said curve and said East line of State Highway 228.63 feet; thence S 79° 33' 04" E, 50.00 feet to a point of 192.89 foot radius curve to the left the center of which is S 79° 33' 04" E, 192.89 feet; thence Southeasterly along the arc of said curve 242.22 feet; thence S 61° 30' E, 197.54 feet to point of 430.00 radius curve to the right; thence Southeasterly along the arc of said curve 236.40 feet; thence S 30° E, 61.37 feet to a point of 25.0 foot radius curve to the left; thence Easterly along the arc of said curve 50.66 feet; thence S 56° 06' E, 60.00 feet; thence S 33° 54' W, 20.45 feet to point of 51.21 foot radius curve to the left; thence Southwesterly along the arc of said curve 0.60 feet; thence S 85° 29' E, 906.40 feet; thence S 18° 33' W, 335.64 feet; thence S 36° 30' W, 56.90 feet; thence S 46° 20' 4" E, 188.74 feet; thence S 43° 39' 20" W, 76.50 feet to point of 22.24 foot radius curve to the left; thence Southerly along the arc of said curve 34.93 feet; thence S 46° 20' 40" E, 86.00 feet; thence S 47° 30' W, 270.12 feet; thence S 89° W, 364.95 feet; thence N 59° W, 124.00 feet; thence N 86° 30' W, 136.00 feet; thence S 65° W, 227.61 feet; thence N 25° W, 34.43 feet to a point of 20.00 foot radius curve to the left; thence Westerly along the arc of said curve 41.19 feet; thence S 37° W, 133.92 feet; thence S 49° 09' W, 800.22 feet; thence S 10° 52' W, 346.55 feet; thence S 80° W, 299.43 feet to the East line of said State Highway; thence N 0° 58' 30" E, 1573.57 feet along the East line of said State Highway to the point of beginning.

That the subdivision so platted is described and known as OAKCLIFF PARK; that the plat thereof was accepted by the Board of Commissioners of Salt Lake County on November 7, 1955 and has been recorded in the office of the County Recorder of Salt Lake County on the 15th day of November, 1955.

That the undersigned Corporation and individuals are the owners of all the land located in said subdivision except the portion thereof dedicated as public streets.

NOW, THEREFORE, all of the lots shown on the plat of Oakcliff Park are held and shall be conveyed subject to restrictions and covenants herein set forth and all persons or corporations who hereafter own or have an interest in any lot in said subdivision shall take and hold the same subject to the agreement and covenants with other owners, their heirs, successors and assigns to conform to and observe same for a period of 25 years from the first day of July, 1955; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of ten (10) years each; provided, however, that the owners of the Fee Simple Title of a majority of the lots in this subdivision may release all of the lands hereby restricted from any and all restrictions and covenants, or may amend said restrictions and covenants at the end of the first twenty five (25) year period or of any successive ten (10) year period, by executing an appropriate agreement in writing for such purpose and filing it for record in the office of the County Recorder of Salt Lake County, Utah, at least two years prior to the expiration of any of the Twentyfive or Ten year periods above specified.

USE OF LAND:

All of the lots shall be used only for private, one and two family dwellings of not to exceed one story in height, provided, however, that multi-level houses may be built where they conform to the terrain and where they are approved by the Committee hereinafter appointed. Lot 66 may be used as a Church site. A private garage may be erected on each lot for not more than three (3) cars, but provided, that such garage shall have approval of the Committee and shall conform to set back and side yard requirements hereinafter set forth. No animals or fowl shall be housed, maintained or kept on any of the lots, except household pets.

SET BACK OF IMPROVEMENTS AND APURTANCES:

No building shall be erected on any of said lots nearer than twenty (20) feet to the front lot line, nor nearer than eight (8) feet to any side line, provided, however, that where the terrain so requires the Committee may grant approval for a minimum setback of fifteen (15) feet from the front property line. The side line restrictions shall not apply to a garage located at least 80 feet from the front lot line except that on corner lots no structure shall be permitted nearer than 20 feet to the side street line.

NO TRADE OR BUSINESS PERMITTED:

No trade or business of any kind or nature shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbor-

hood.

TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, garage, barn, or other out buildings shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon.

PLAN, DESIGN AND LOCATION OF BUILDINGS TO BE APPROVED:

No building shall be erected, placed, or altered on any building lot in this subdivision, until the building plans, specifications, and plot plans showing the location of such buildings and showing both rough and finished grades have been approved in writing by a Committee composed of A. Kyle Bettilyon, B. Lue Bettilyon, and Blaine L. Tuttle, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any members of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location and to perform all other duties as set forth herein, or to designate a representative with like authority. In the event said Committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it then such approval will not be required, provided the design, and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision. If no suit to enjoin the erection or alterations of a building has been commenced prior to the completion thereof, then these covenants will have been deemed to have been complied with, provided that building permits have been obtained and approval of the committee applied for in writing.

BUILDINGS PERMITTED:

The ground floor area of the main structure, exclusive of one story open porches, garages or carports, shall be not less than 1,000 square feet. In the case of multi-level structures approved by the Committee the main floor area shall be not less than 800 square feet, provided that not less than 300 additional square feet shall be provided on other levels which provide light, heat and air suitable for standard living conditions.

EASEMENT FOR UTILITIES:

An easement is reserved over the rear five feet of each lot and as other-wise indicated on the recorded plat, for utility installation and maintenance.

THE RIGHT TO ENFORCE:

The restrictions herein set forth shall run with land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any person, persons, or corporation except in respect of breaches committed during its, his, or their seisin of or title to said land. The invalidation of any restriction herein contained, by judgement or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said COMMERCE INVESTMENT COMPANY and the individuals, owners, above named have caused these presents to be executed this 16th day of November, 1955.

Pearl L. Neilson
Pearl L. Neilson

Valois Neilson
Valois Neilson

Gladys E. Neilson
Gladys E. Neilson

Alice H. Neilson
Alice Neilson

Beryl M. Erickson
Beryl M. Erickson

Rex S. Nowell
Rex Nowell

Shirley V. Neilson
Shirley V. Neilson

Dixie Neilson
Dixie Neilson

COMMERCE INVESTMENT COMPANY

By: A. Kyle Bettilyon
A. Kyle Bettilyon, President

By: B. Lue Bettilyon
B. Lue Bettilyon, Vice-President
and Treasurer

STATE OF UTAH
County of SALT LAKE } ss.

On the 16th day of November, A.D. 1955 personally appeared before me A. Kyle Bettilyon, and B. Lue Bettilyon, who being by me duly sworn did say, each for himself, that he the said A. Kyle Bettilyon is the president, and he, the said B. Lue Bettilyon, is the vice-president and treasurer of Commerce Investment Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said A. Kyle Bettilyon and B. Lue Bettilyon each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

W. H. [Signature]
Notary Public

My Commission expires July 8, 1957

My Residence: Salt Lake City, Utah

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Rex Nowell

Shirley W. Neilson
Shirley W. Neilson

Elvie Neilson
Elvie Neilson

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A. Kyle Bettilyon, President

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W. H. Manager
Notary Public

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My Residence: Salt Lake City, Utah

To

From

Address

