

1482194
RESTRICTIONS AND PROTECTIVE COVENANTS
for BOOK 1307 PAGE 195

recorded MAY 7 1956 at 4:24 P.M.
Request of MOBILE ABSTRACT TITLE CO.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$4.00 By Willard Deputy
Book _____ Page _____ Ref. _____

Lots 1 to 23, inclusive, HILLCREST GARDENS

KNOW ALL MEN BY THESE PRESENTS:

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

All of the lots in Hillcrest Gardens Subdivision, a subdivision of part of Lots 3 and 4, Block 28, Ten Acre Plat A, Big Field Survey.

NOW THEREFORE, in consideration of the premises and by order of the Board of Directors of the Hillcrest Improvement Company, the undersigned, hereby declare the property hereinabove described, subject to the following restrictions and covenants:

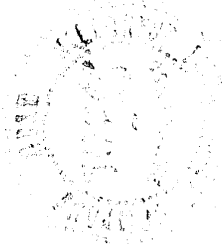
1. Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than a one or two family dwelling and shall have a minimum ground floor area of 850 square feet.
2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan 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 of three from the engineering or executive committee of the Hillcrest Improvement Company. In the event an approval is not granted or rejected within 30 days from the time the plans are submitted, they will automatically be approved. The Powers and duties of such committee, shall cease on and after Jan. 1, 1960. 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 the lots in this subdivision and duly recorded appointing representatives, who shall thereafter exercise the same powers previously exercised by said committee.
3. On lots 2 to 22 inclusive, no building shall be located nearer than 20 feet to the front lot line nor nearer than 8 feet to either sideline. On lots 1 and 23 because of their irregular size and shape, a setback from the front property line will be granted less than 20 feet upon approval from the Salt Lake City Planning and Zoning Commission. No residential structure shall be erected or placed on any building plot having an area of less than 4500 square feet or a width of less than 50 feet at the front building setback line.
4. No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described.
5. No trailer, basement, tent, shack, garage or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof, 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.
6. No structure shall be moved on to 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.
7. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

- 8. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.
- 9. Easements are reserved over the rear 5 feet of Lots 1 to 23 inclusive, the east 5 feet of lot 1, the west 5 feet of lot 22, and the north 5 feet of lot 20, of the Hillcrest Gardens Subdivision for utility installation and maintenance. Easements are also reserved for an enclosed irrigation system on or under the back 10 feet of lot 3, the east 10 feet of lot 2, the west 10 feet of lot 3, the east 10 feet of lot 22, the west 10 feet of lot 21, the west 30 feet of the north 10 feet of lot 20, the north 8 feet of lot 12, and the north 8 feet of lot 15, Hillcrest Gardens Subdivision.
- 10. These covenants and restrictions shall be binding upon all parties or persons claiming any interest therein for a period of fifteen years from the date hereof and shall automatically be extended for successive periods of ten years by a vote of the majority of the then owners of said residential lots. It shall be lawful for any person or persons owning any of said lots to prosecute those who violate any of these covenants or restrictions.
- 11. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect as provided in paragraph 10 hereof.

Acknowledged March 1, 1956 by Arnold C. Randle, president and J. Russell Driggs, secretary and treasurer of the Hillcrest Improvement Company by

James S. Denton
Notary Public

My commission expires July 11, 1959 My residence is SALT LAKE CITY



HILLCREST IMPROVEMENT COMPANY

Arnold C. Randle
Arnold C. Randle Pres.

J. Russell Driggs
J. Russell Driggs, Sec. & Tres.

