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BOOK 1394 PAGE 242

DECLARATION OF RESTRICTIVE COVENANTS FOR
MILLEROCK TERRACE, A SUBDIVISION IN SALT LAKE COUNTY, STATE OF UTAH

Whereas, F. Grant Woodward and Marilyn P. Woodward is the fee holder of the following described real property, to wit:

Beginning at a point on the North line of a County Road said point being West 537.853 feet and South 1963.534 feet from the North Quarter Corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 24° 32' East 24.0 feet, thence South 67° 41' West 26.36 feet, thence South 58° 10' West 250.48 feet, thence North 24° 32' West 400.12 feet, thence South 79° East 31.83 feet, thence South 89° 46' 30" East 263.75 feet, thence South 24° 32' East 214.63 feet to a point on a 25.43 foot radius to the left, thence Northeasterly 9.60 feet along the arc of said curve to the point of beginning.

and whereas, said F. Grant Woodward and Marilyn P. Woodward, intends to subdivide and plat said aforescribed property into a subdivision of five (5) lots, which subdivision is to be known as MILLEROCK TERRACE.

Now, Therefore, in consideration of the premises, the undersigned hereby declare the property hereinafter 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 one detached single family dwelling not to exceed one story in height and a private garage for not more than two automobiles.
2. Every dwelling erected on any of the lots in said subdivision shall have a ground floor area, exclusive of open porches or attached garages, of not less than 1400 square feet with a full basement and not less than 1500 square feet without a basement.
3. No building shall be erected, placed or altered on any building lot 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 composed of F. Grant Woodward, Marilyn P. Woodward, Clarence C. Bush and Gayle Nelson, 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 member or members shall have full authority to approve or disapprove such design and locations 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 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 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 covenants. The powers and duties of such committee, and its designated representative, shall cease on and after March 1, 1965, thereafter, the approval described in this covenant shall remain with the then five (5) property owners, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be located on said residential lot which conflicts with present zoning of R-1, Zoning Ordinance of Salt Lake County, Utah.

5. No noxious or offensive trade activity shall be carried on upon any residential lot hereinafter or hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance to the occupants of the remaining residential lots.

6. 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.

7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

8. 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 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.

9. Invalidation of any of these Covenants by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

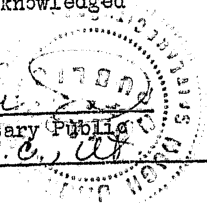
The subscribers hereto, certify that the foregoing Declaration of Restrictive Covenants was duly executed this 4th day of March, 1957.

F. Grant Woodward
Marilyn P. Woodward

State of Utah)
County of Salt Lake) ss

On the 4th day of March, 1957, personally appeared before me, F. GRANT WOODWARD and MARILYN P. WOODWARD, his wife, who duly acknowledged to me that they executed the same.

W. Hugh Barber
Notary Public
My commission expires 10/2/60 Residing in S. L. Co., Utah



MAR 5 1957
Recorded at 10:05 a.m.
Request of F. Grant Woodward
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 2.50 By Deputy
Ref. 3960 Highland Drive