

## RESTRICTIONS AND PROTECTIVE COVENANTS FOR AMENDED PLAT OF SULLIVAN SUBDIVISION

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 Lots 1 to 22, inclusive, AMENDED PLAT OF SULLIVAN SUBDIVISION, according to the official plat thereof.

NOW THEREFORE, in consideration of the premises 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 1000 square feet, and be of brick construction.
2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plat 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 Ray L. Taylor, or his designee. 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 said Taylor or designee, shall cease on and after January 1, 1965. 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. The buildings shall be located on said building lots to conform to the building regulations of the Salt Lake Planning and Zoning Commission.
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, nor 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, except as to the original sale of lots by the subdivider.
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 each lot in said subdivision for utility installation and maintenance, and a 6 foot underground drain easement is reserved along the Westerly 6 feet of Lot 15.
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. Invalidity 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.

WITNESS, the hands of said parties this 30th day of April, A.D. 1957.

Signed: Mildred Sullivan  
MILDRED SULLIVAN  
Ray L. Taylor  
RAY L. TAYLOR  
Betty N. Taylor  
BETTY N. TAYLOR

STATE OF UTAH,                    )  
County of Salt Lake            ) ss.

On the 30th day of April, A.D. 1957 personally appeared before me, Mildred Sullivan, Ray L. Taylor and Betty N. Taylor, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

F. J. Sullivan  
NOTARY PUBLIC



My commission expires April 15, 1960. Residing in Salt Lake City, Utah

Recorded MAY 1 1957 at 9:21 a.m.  
Request of McGHEE ABSTRACT TITLE CO.  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 2.80 By Ammons Deputy  
Ref. \_\_\_\_\_