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BOOK 1509 PAGE 22

Recorded JUN 2 1958 at 11:18 A.M.
Request of SECURITY TITLE COMPANY
Fee Paid, Hazel Taggart Chase
Recorder, Salt Lake County, Utah
\$ 42 By *M. D. Smith* Deputy
Book Page Ref.
Return to *W. J. T.* ESCROW DEPT.

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: The undersigned owner of the following described property situate in Salt Lake County, Utah, to-wit:

All lots in OAKCLIFF PARK NO. 2 SUBDIVISION, in the County of Salt Lake, State of Utah, according to the official plat thereof, recorded in the office of the County Recorder of said County.

is desirous of creating restrictions and covenants affecting said property.

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

PERSONS BOUND BY THESE RESTRICTIONS: That the covenants and restrictions are to run with the land, and all persons and corporations who now own or shall hereafter acquire any interest in any land hereinbefore described, shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from date hereof to June 1, 1988, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of said lots and land, it is agreed to change said covenants in whole or in part.

USE OF LAND: All of the lots shall be used only for private, one 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. A private garage may be erected on each lot for not more than three (3) cars, provided that such garage shall have approval of the Committee and shall conform to setback and sideyard requirements hereinafter set forth. No animals or fowl shall be housed, maintained or kept on any of the lots, except household pets.

SETBACK OF IMPROVEMENTS AND APPURTENANCES: 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 sideline, 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 sideline restrictions shall not apply to a garage located at least thirty (30) feet from the front lot line, except that on corner lots no structure shall be permitted nearer than twenty (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 neighborhood.

TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

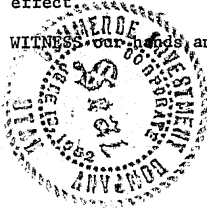
PLAN, DESIGN AND LOCATION OF BUILDINGS TO BE APPROVED: No building shall be erected, placed or altered on any building lot in this subdivision, until the building plans, specifications and plot plans showing the location of such buildings and showing both rough and finished grades have been approved 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 1,200 square feet. In the case of multi-level structures approved by the committee, the main floor area shall be not less than 1,000 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. It is also understood that the total cost of improvements cannot be less than \$16,000.00 and these costs are based on the cost as of the day of this recording. As costs vary, this figure will vary to maintain the same standards of housing.

EASEMENT FOR UTILITIES: An easement is reserved over the rear five (5) feet of each lot and as otherwise indicated on the recorded plat, for utility installation and maintenance.

THE RIGHT TO ENFORCE: The restrictions herein set forth shall run with the 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 judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESSETH our hands and seals this 19th day of May, 1958.



COMMERCE INVESTMENT COMPANY

By B. Lue Bettilyon
Vice-President

STATE OF UTAH)
County of Salt Lake) ss.

On the 21st day of May, A.D. 1958, personally appeared before me B. LUE BETTILYON who being by me duly sworn did say that he, the said B. LUE BETTILYON, is the Vice-President 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 B. LUE BETTILYON duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



H. S. Hines
Notary Public

My Commission Expires 1-8-1961. Residing at Salt Lake City, Utah