

1595329

VILLA HOMES INCORPORATED

RESTRICTIVE COVENANTS

June 10, 1958

BOOK 1511 PAGE 539

TO WHOM IT MAY CONCERN:

VILLA HOMES, INCORPORATED, a Utah Corporation, the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Lots One (1) to Twelve (12) inclusive, VIMONT SUBDIVISION NO. TWO (2), part of a subdivision, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder of the State of Utah

does hereby place the hereinafter described restrictive covenants on all of said described land.

(a) All of the lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family or double-family dwelling, not to exceed two stories in height, and a private garage for no more than two cars.

(b) No building shall be located on any residential building plot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line or nearer than 8 feet to an interior lot line. The side yard interior minimums do not apply to a garage or other permitted accessory buildings detached and located in the rear of the residence.

(c) No trailer, basement, tent, shack, garage or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(d) No structure shall be moved onto any lot unless it meets with the approval of a committee appointed by the undersigned, which may include themselves, or elected by a majority of the property owners of lots in said subdivision lots aforesaid, each lot to represent one vote. For the first three years of this covenant B. Spencer Young, Jr., Glenn Y. Williamson and Erla P. Young shall be the committee appointed. In the event a committee should not be in existence such structure shall conform to and be in harmony with existing structures in the tract.

(e) No building shall be erected on any lot until the design and location thereof have been approved in writing by said Committee nor shall any mortgage for the security of any loan be recorded until the Committee has received a copy of the plans for its files and the Committee has filed its written approval of plans in the office of the Salt Lake County Recorder. Any grantee or banking institution filing any mortgage without plans having been approved by the Committee agrees to pay all costs of enforcing said covenants including a reasonable attorney's fee. In any case, no dwelling shall be permitted in said tract with a ground floor square foot area of less than One Thousand (1,000) feet if the structure does not contain an attached garage, nor less than One Thousand (1,000) feet if the structure contains an attached garage. No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line or an area of less than Eight Thousand (8,000) square feet.

(f) It is covenanted and understood that Lot 12 has been zoned a C-2 by the Salt Lake County Commission and the Grantee accepts title that such zoning shall be a covenant running as a burden against said lots above set forth.

(continued)

recorded JUN 11 1958 at 10:39 A.M.  
Request of VILLA HOMES, INC.  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 2.20 By Paul A. Gandy, Deputy  
Ref.

1625 So. Main St.

(Restrictive Covenants Continued)

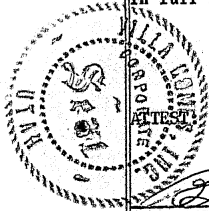
(g) No provision shall be made on any dwelling lot for the raising of poultry or the housing of cows, horses, or other livestock except with the written approval of the Committee herein referred to.

(h) The covenants and restrictions herein shall run with the land and shall be binding on the parties hereto and all personal claiming under them until April 1, 1979, at which time they shall terminate, unless sooner renewed by a majority of the persons owning lots in said subdivision.

(i) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

VILLA HOMES, INCORPORATED

*Glenn Y. Williamson*  
GLENN Y. WILLIAMSON - PRESIDENT



*B. Spencer Young, Jr.*  
B. SPENCER YOUNG, JR. - SECRETARY-TREASURER

Acknowledged June 10, 1958, by Glenn Y. Williamson and B. Spencer Young, Jr. who being duly sworn did say that they are the President and Secretary, respectively, of VILLA HOMES, INCORPORATED, and that the foregoing instrument was signed in and before Helen D. O'Connor, Notary Public, residing at Salt Lake City, Utah.



My Commission Expires  
March 26, 1962

*Helen D. O'Connor*  
Notary Public  
Residing at Salt Lake City, Utah