

1609701

BOOK 1538 PAGE 434

Dated August _____, 1958

Recorded August _____, 1958

Book _____ page _____ Entry _____

Recorded SEP 8 1958 at 11:21 A.M.

RESTRICTIVE COVENANTS

Request of SAM F. SOTER

HUB-PARK SUBDIVISION
MIDVALE, UTAH

Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 6.70 By _____ Deputy
Ref. _____

WHEREAS, Soter's Inc., a Utah Corporation, Virginia B. Milne, and Esther W. Jensen, of Salt Lake County, State of Utah, to-wit: 1414 SO 6TH WEST, CITY

Beginning at a point which is West 690.28 feet from the Northeast corner of Lot 15-b, Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian, which point is the Southeast corner of Lot 10, Block 2, Kendon Subdivision, Plat "A" Amended; thence South 29°52' West 46.14 feet; thence West 91.76 feet; thence South 67°49'20" West 51.55 feet; thence South 81°58' West 125.0 feet; thence South 7°55' East 587.93 feet; thence South 89°38' East 9.01 feet; thence South 7°55' East 671.68 feet; thence North 89°10' East 740.09 feet; thence North 0°25' East 649.19 feet; thence North 89°38' West 549.03 feet; thence North 7°55' West 667.52 feet to point of beginning.

WHEREAS, Soter's, Inc., Jessie M. Brady, Virginia B. Milne and Esther W. Jensen, as the owners of that certain tract of land in Midvale City, Salt Lake County, State of Utah, hereinabove described, which has been subdivided into residential lots and streets and is known, and designated as Hub-Park according to the official plat thereof on file in the office of the recorder of Salt Lake County, State of Utah, desire to place restrictions against the title to said Real Estate.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described, and each and every part thereof, and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and conveyed subject to the following reservations, restrictions and covenants hereinafter set forth.

1. PERSONS BOUND BY THESE RESTRICTIONS: That all covenants and restrictions herein stated and set forth shall run with the land and all persons, partnerships, and corporations, who now own or shall hereafter acquire any interest in any of the land hereinabove 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 July 1, 1983, at which time said covenants and restrictions shall be automatically extended for successive periods of 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, provided that the owners of three-fourths of the property may release any or all of the land hereby restricted from any or all of said restrictions by an appropriate agreement in writing specifying with particularity the restriction or restrictions released and by filing said agreement with the office of the Salt Lake County Recorder, at any time after July 1, 1973.

2. USE OF LAND: That none of said land or fraction thereof shall be improved, used, or occupied for any other than private residence purposes, and no store, flat, or apartment house thereof intended for residential purposes shall be erected thereon. That each and every lot platted and designated as such in the plat of the said subdivision shall be held, owned, and considered as a separate 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 of not to exceed two stories in height and a private garage for not more than two automobiles.

3. DWELLING COST, QUALITY AND SIZE: Every detached single-family dwelling erected on any residential lot included in this subdivision shall cost \$9,000.00 or more, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date those covenants are recorded at the minimum permitted dwelling size, provided that, should the time come when a residence meeting the minimum area requirements and all other requirements contained in these restrictions and which will conform to the general quality of the homes previously constructed can be built for less than the \$9,000.00 above mentioned, approval to build such residence may be granted by said committee upon written application submitted to the committee designated and acting in accordance with the provisions of Paragraphs 4 through 7. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one-story.

4. REVIEW OF PLANS AND SPECIFICATIONS AND ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot in the said subdivision unless and until the construction plans and specifications and a plan showing the locations of the structure shall have been approved by the control committee as to quality of workmanship and materials, structural safety and utility, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Sections 6-8.

5. SIDE YARD REGULATIONS: The minimum side yard for any dwelling shall be eight (8) feet on one side and twelve (12) feet on the other side. Accessory buildings shall have a minimum side yard of one (1) foot, provided that in no case shall any accessory building be closer to a dwelling on adjacent property than fifteen (15) feet.

6. REAR YARD REGULATIONS: The minimum rear yard for any main building shall be twenty-five (25) feet, and for accessory buildings one (1) foot, provided that accessory buildings on corner lots shall have a rear yard of not less than fifteen (15) feet.

7. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

8. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

9. PROTECTIVE SCREENING: Protective screening areas are established as shown on the recorded plat including a 10-foot strip of land on the residential lots along the property lines of the State Road. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities, and drainage facilities.

10. ARCHITECTURAL CONTROL COMMITTEE: For the purpose of carrying into effect the provisions of this agreement there shall be a committee composed of Sam F. Soter, 2188 Pheasant Way, Salt Lake City 17, Utah; Edward M. Gilbert, 2291 East 4500 South, Salt Lake City, Utah; and a third person who may or may not be an owner of property in the said subdivision to be selected by the two named members. A majority of the committee may designate a representative to act for it. In event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event of the resignation, removal or inability of all of the members of the said committee so to act, successors may be appointed by the vote of the majority of owners of the property in said subdivision. The members of the committee shall serve until their successors are duly appointed and qualified and neither the members of the committee, nor its designated representative

shall be entitled to any compensation for service performed pursuant to this covenant. At any time, all of the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

11. PROCEDURE: In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. SALE OF PART OF A LOT: No tract of land in said subdivision, excepting an entire lot as platted in the subdivision plat thereof, shall be used or sold as a residential lot without the consent of the said committee or its properly designated representative.

13. NUISANCES: No barn, coop, shed, sty, or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or any other livestock, and none of the foregoing shall be kept, maintained, or permitted at any place within the limits of said subdivision, excepting only household pets. No noxious or offensive activity shall be carried on upon any lots, nor shall anything be done thereon which may be or may become an annoyance or a public or private nuisance to the neighborhood.

14. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, or other out-building erected in, upon, or about any of said residential lots 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. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named.

15. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

16. BILLBOARDS AND ADVERTISING PROHIBITED: No signs, billboards, or advertising structures may be created or displayed on any of the residential lots in said subdivision, or parts or portions of said residential lots, except that a single sign, not more than three feet by five feet in size, advertising a specific lot or house for sale or rent, may be displayed on the premises affected.

17. VIOLATION AND DAMAGES: If the parties claiming any interest in said residential lots, or any of them, or their heirs, successors, grantees, personal representatives or assigns shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person, or persons, firms, or corporations so violating or attempting to violate any such covenants, or covenant and/or restrictions, or restriction, and to obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

18. SAVINGS CLAUSE: 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.

Signed: Soter's, Inc.

By Sam F. Soter
President

Jessie M. Brady
Jessie M. Brady

Virginia B. Milne
Virginia B. Milne

Esther W. Jensen
Esther W. Jensen

STATE OF UTAH)
County of Salt Lake) ss.

On the 20th day of August, 1958, personally appeared before me, Sam F. Soter, who being by me duly sworn did say that he is the President of Soter's, Inc., 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 Sam F. Soter duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Jeanne B. Rose
Notary Public
Residing at: West Jordan, Utah

My Commission expires:

Sept 20, 1960

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

On the 30th day of August, 1958, personally appeared before me, Jessie M. Brady and Virginia B. Milne, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Fritz J. Hager
Notary Public
Residing at: *London Utah*

My Commission expires:

8/15/62



STATE OF UTAH)
: ss.
County of Cache)

On the 16 day of August, 1958, personally appeared before me, Esther W. Jensen, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Donald A. Burgoyne
Notary Public
Residing at:

Logan Utah

My Commission expires:

Dec 16, 1959

