

1626213

BOOK 1568 PAGE 504

Recorded **DEC 12 1968** at **10:43 A.**  
Request of **SECURITY TITLE COMPANY**  
Fee Paid. **Hazel Taggart Chase.**  
Recorder, Salt Lake County, Utah  
\$ **2.80** By **Deputy**  
Ref.

### R E S T R I C T I O N S

#### KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Salt Lake County, State of Utah, to-wit:

All Lots inclusive of AMENDED PLAT OF JEFFERSON PARK SUBDIVISION, according to the official plat thereof recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and covenants affecting said property.

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

A. If the parties hereto, or any of them, or their successors, 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 Covenants and either to prevent him or them from so doing or to recover damages for such violation.

B. 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.

C. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and not more than a two-car garage.

D. No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications, and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and 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 Delbert G. Adamson, James Bird and Alex Adamson, or by a representative designated by a majority of the members of said committee. The remaining member or members shall have full authority to approve or disapprove such design and location, 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, 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 such 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 Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after December 1, 1968. 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 a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

E. No building shall be located on any residential building lot nearer than twenty-five (25) feet to the front lot line, nor nearer than twenty (20) feet to any street line.

(Continued)

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F. No residential structure shall be erected or placed on any building lot which lot has an area of less than 7,000 square feet or a width of less than sixty five (65) feet at the front building setback line.

The minimum distance between dwellings shall be 16 feet.

G. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

H. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract 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.

I. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet in the case of a one story structure nor less than 800 square feet in case of a one and one-half or two story structure.

J. Easements for the construction, operation and maintenance of utilities shall be reserved as shown on the official plat of ~~XXXXXXXXXX~~ AMENDED PLAT OF JEFFERSON PARK SUBDIVISION.

WITNESS our hands this 11th day of December, 1958.

William W Thorup  
WILLIAM W. THORUP

Delbert G. Adamson  
DELBERT G. ADAMSON

Esther N Thorup  
ESTHER N. THORUP

Maxine E. Adamson  
MAXINE E. ADAMSON

Marvin K. Gerrard  
MARVIN K. GERRARD

Gloria J. Gerrard  
GLORIA J. GERRARD

STATE OF UTAH                 )  
COUNTY OF SALT LAKE        )     SS

On the 11th day of December A.D., 1958 personally appeared before me  
Delbert G. Adamson and Maxine E. Adamson, his wife, and WILLIAM W. THORUP and  
ESTHER N. THORUP, his wife, and MARVIN K. GERRARD and GLORIA J. GERRARD, his wife,  
the signers of the foregoing instrument, who duly acknowledged to me that they  
executed the same.

N. Gayle Nielson  
NOTARY PUBLIC

My Commission expires 4/21/59

Residing at Salt Lake City, Utah

