

1630857

BOOK 1578 PAGE 374

Re led JAN 9 1959 at 10:57 A. m.
Request of ~~MORTGAGE ABSTRACT~~ ~~WYOMING CO.~~
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 3.10 By *PAAG* Deputy
Ref. _____

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

ZIONS FIRST NATIONAL BANK, a Utah corporation, and
C. D. Belcher and Blanche M. Belcher, his wife, the owners of the following
described real property situate in Salt Lake County, State of Utah, to-wit:

All of the Hill Acres, a subdivision according
to the official plat thereof, on file in the office
of the County Recorder of Salt Lake County, Utah.

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

A- RESIDENTIAL AREA COVENANTS

a-1 Land use and Building Type.

No lot shall be used except for residential purposes. No Building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one half stories in height and a private garage for not more than two cars.

a-2 ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, 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 Part B.

a-3 DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$11,000 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 these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1150 square feet for a one-story dwelling, nor less than 1150 square feet main floor living area for split level dwellings.

a-4 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 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 6 feet or more in the rear of the main structure building. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

a-5 LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

a-6 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.

a-7 NUISANCES.

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

a-8 TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

II

B- ARCHITECTURAL CONTROL COMMITTEE

b-1 MEMBERSHIP.

The architectural control committee is composed of G.D. Belcher and Blanche M. Belcher, 4197 South 500 East; Jerald Little 4074 South 2nd West. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, 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.

b-2 PROCEDURE.

The committee's approval or disapproval as required in these covenants shall be in writing. 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 ~~not~~ 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.

C- GENERAL PROVISIONS

C-1 TERM.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2 ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

C-3 SEVERABILITY.

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.

Dated this 28th day of November 1958

BY: Claron O. Spencer
Vice President and Trust Officer

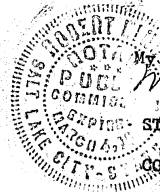
STATE OF UTAH)
COUNTY OF SALT LAKE)

C. D. Belcher
Blanche M. Belcher

On the 28 day of Nov. 1958, personally appeared before me, CD. Belcher and Blanche M. Belcher his wife, the signers of the foregoing restrictive covenants, who duly acknowledged to me that they executed the same.

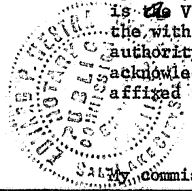
Robert Lund
Notary Public

My Commission Expires: Mar 4, 1961
STATE OF UTAH)
COUNTY OF SALT LAKE) ss



On the 8th day of January, A.D. 1958 personally appeared before me Claron O. Spencer, who being by me duly sworn did say that he, the said Claron O. Spencer is the Vice President and Trust Officer of ZIONS FIRST NATIONAL BANK, 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 Claron O. Spencer duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Edward P. Westra
Notary Public
My residence Salt Lake City



My commission expires 1-11-59