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BOOK 1589 PAGE 238

FEB 20 1959

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Recorded _____ at _____ m.
Request of Parley White
Fee Paid Ne M Jack
Recorder, Salt Lake County, Utah
\$ 3.10 By [Signature] Deputy
Ref. _____

2431 Highland Dr.

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, K. P. ALEXANDER, INC., a Utah Corporation in consideration of the premises and for the benefit that will accrue to them and to the purchasers of lots in the following described subdivision, do hereby COVENANT with all persons who may become owners of any of the lots in said subdivision, that said property shall be restricted by application of the following restrictive covenants, which shall run with the land and be binding upon the heirs and successors in interest whomsoever of the purchasers from the undersigned.

1. Said property is particularly described as follows, to-wit:

All of ORCHARD GARDENS NO. 2, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah, EXCEPTING Lots 211 and 215 thereof.

2. Land, Use and Building Type: All the lots in said tract shall be known and described as residential lots and shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed 1½ stories in height.

3. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing location of the structure with respect to said lot, have been approved by V. Parley White and K. P. Alexander, or either of them or their assigns, as hereinafter provided as to the type and quality of workmanship and materials, harmony of external design with existing structures and as to locations with respect to topography and finished grade elevation. Elevations and building location and finished grades must be shown on a plot plan by a Certified Engineer, or Architect. No fences or walls shall be erected, on any lot unless approved by V. Parley White and K. P. Alexander or his assigns, as hereinafter provided.

4. No dwelling shall be permitted on any lot at a cost of less than \$17,000.00 based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and the purpose of the covenants 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 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 be not less than 1250/square feet, regardless of whether the house isa one story or story and a half.

RESTRICTIONS (Continued)

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5. Building Location: No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 8 feet to one side and 8 feet on the other side of any of the lot with respect to side yard lines. No building shall be located nearer than 20 feet to the street property lines of said streets. No building shall be located nearer than 1 foot from the interior lot line which shall include garages and other necessary buildings.

The purposes of this covenant with respect to eaves, steps and open porches shall not be considered as part of the building. Provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon another lot.

6. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot or portion of a lot having an area of less than 10,000 square feet.

7. Easements: Easements for the installation and maintenances of utilities and drainage facilities are reserved, as shown on the recorded plat.

8. Nuisances: No noxious or offensive activity or trade shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance or a public or private nuisance to the neighborhood.

9. 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 for residential purposes, either temporarily or permanently.

10. No animals of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

11. Membership Committee The architectural control committee will be composed of V. Farley White and K. P. Alexander, or either of them, only or if they are not available to act, either through death or incapacity or lack of further interest in the subdivision, then the persons interested may elect a representative to act for them, each lot having one vote. Neither V. Farley White or K. P. Alexander nor any other person acting for the property holders of the above described property shall be entitled to any compensation for any services performed.

12. Procedure: The approval or disapproval of the plans as required in these covenants shall be in writing. In the event the authorized person fails to approve or disapprove within 30 days either the plans and specifications have been submitted to him or in no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the covenants shall be deemed to have been fully complied with.

RESTRICTIONS (Continued)

13. Term: These covenants are to run with the land and shall be binding on all parties and all persons claimins under them for a period of 75 years from the date these covenants are recorded.

14. Enforement: Enforement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant whether to restrain violations or to recover damages.

15. Severability: Invalidation o any one of these covenants by judgment or court order shall in no wise affect any of the covenants or other provisions which shall remain in full force and effect.

K. P. ALEXANDER, INC.

Signed in the presence of:
Lewis J. Livingston
Witness

By *K. P. Alexander*
K. P. Alexander

STATE OF UTAH)
 : ss
County of Salt Lake)

On the 18th day of February, 1947 personally appeared before me K. P. Alexander, who being duly sworn did say that he is the President of K. P. Alexander, Inc., a corporation, and that the above and foregoing instrument was signed in behalf of said corporation by authority of a resdution of its Board of Directors and said K. P. Alexander, duly acknowledged to me that said corporation executed the same.

Lewis J. Livingston
Notary Public residing
in Salt Lake City, Utah

My Commission Expires: 1-26-62

