

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

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

All Lots in BETTY HEIGHTS 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1988, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their 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 development for 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 or other dues for such violation.

Invalidation of any 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.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars, except a duplex may be built on lots 20 and 21.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with 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 RALPH DAVIS and KAY EDMUNDS, or a representative designated and authorized by both of them. In the event of death or resignation of any member of said committee, the remaining member, shall have full authority to approve or disapprove such design and location within 30 days after said 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 November 1, 1989. Thereafter the approval described in this Covenant will 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.

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C. No building shall be located on any residential building plot nearer than 30 feet to the front lot line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line shall be located nearer than 8 feet to any side lot line, and a total width of the 2 side yards for any one lot will be not less than 18 feet.

D. No noxious or offensive trade or 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. The maximum heights on any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front setback line.

E. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

F. No building shall be erected or moved onto any building plot which does not conform to the general architecture of the subdivision.

G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.

H. An easement is reserved over the rear 5 or 10 feet of each lot as shown on the recorded plat for utility installation and maintenance.

I. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for-rent, may be displayed on the premises affected.

Ralph Davis

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 13 day of March A.D., 1959, personally appeared before me Ralph Davis, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



W.R. Larson
NOTARY PUBLIC

My Commission Expires 2-23-61 . Residing at Salt Lake City - Utah