

BUILDING RESTRICTIONS - MOUNTAIN VIEW ADDITION #3

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property in Salt Lake County, Utah:

All of Lots one (1) through twenty (20) inclusive, in Mountain View Addition. #3, according to the official plat on file in the office of the County Recorder,

hereby DECLARE that all and each of said lots above described shall be subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS and COVENANTS hereinafter set forth.

(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 1-1/2 stories in height and a private garage or carport for not more than three cars, except a duplex may be built on lots specified by subdivider.

(b)

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plans showing the location of the structures have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure, 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.

(c)

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

(d)

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 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as 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.

(e)

No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

(f)

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(g)

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.

(h)

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 residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinafter named, such approval to be given in writing.

BUILDING RESTRICTIONS - MOUNTAIN VIEW ADDITION, #3 (Cont'd)

(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 3x5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

(j)

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

(k)

No building shall be erected, placed or altered on any residential lot on 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 any one of the following: Arthur W. Fairclough or Fred W. Fairclough, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any 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, and said remaining members, and the remaining members of any successor committee, shall also have authority to fill any vacancy at any time on said committee or any successor committee. In the event said committee, or its designated representative, fails 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 duly 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 its designated representative shall cease on and after January 1st, 1966. 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,

(l)

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.

(m)

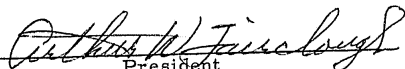
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(n)

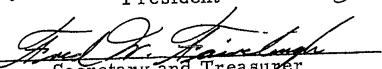
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

FAIRCLOUGH BUILDING CORPORATION

By


 President

By


 Secretary and Treasurer

BUILDING RESTRICTIONS - MOUNTAIN VIEW ADDITION, #3 (Cont't)

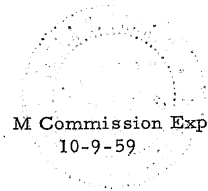
STATE OF UTAH)
)
) ss.
COUNTY OF SALT LAKE)

On the 24th day of June, 1959, personally appeared before me Arthur W. Fairclough and Fred W. Fairclough, who being by me duly sworn did say, each for himself, that he the said Arthur W. Fairclough is the President, and he the said Fred W. Fairclough is the Secretary and Treasurer of Fairclough Building Corporation, 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 Arthur W. Fairclough and Fred W. Fairclough each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Notary Public

Residing in Salt Lake City, Utah



My Commission Expires:
10-9-59