

PROTECTIVE COVENANTS AND RESTRICTIONS

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OF COTTONWOOD HEIGHTS NO. 3 Request of SHAW INC. Recorded NOV 18 1959 at 1:30 P. Fee Paid. Nellie M. Jack, Recorder, Salt Lake County, Utah \$ 5.00 By F. Anselmo Deputy Ref. 209 E 3rd St.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ERWIN L. PASCOE JR., and L. BEATRICE

PASCOE, his wife, SHAW CONSTRUCTION COMPANY, a Utah corporation and SHAW INC., a Utah corporation have heretofore caused to be surveyed, platted and

subdivided into lots and streets the following described real property located in Salt Lake County, State of Utah, to wit:

Beginning at a point 1881.0 feet South 0°08' West from the Northwest corner of Section 26, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 0°08' West 393.85 feet; thence East 668.5 feet to the Southwest corner of Lot 152, Cottonwood Heights Subdivision, thence North 0°08' East 393.85 feet along the West line of said Cottonwood Heights; thence West 668.5 feet, to the point of beginning.

That the Subdivision so platted is designated and known as Cottonwood Heights No. 3; that the plat thereof was accepted by the Board of commissioners of Salt Lake County on June 8, 1959 and has been recorded in the office of the County Recorder of Salt Lake County, on the 3rd day of November, 1959.

That the undersigned, ERWIN L. PASCOE JR., and L. BEATRICE PASCOE, his wife, SHAW CONSTRUCTION COMPANY AND SHAW INC. are the owners of all of the land located in said subdivision except the portion thereof dedicated as public streets.

NOW, THEREFORE, all of the lots shown on the plat of "COTTONWOOD HEIGHTS NO.3" are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons or corporations who hereafter own or have an interest in any lot in said subdivision shall take and hold the same subject to the agreement and covenants with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty-five (25) years from the 1st day of March, 1959; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of twenty-five (25) years

each; provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this subdivision may release all of the lands hereby restricted from any and all said restrictions and covenants at the end of the first twenty-five (25) year period, or of any successive twenty-five (25) year period, by executing an appropriate agreement in writing for such purpose and filing it, for record, in the office of the County Recorder of Salt Lake County, Utah, at least five (5) years prior to the expirations of any twenty-five (25) period.

USE OF LAND:

All of the Lots shall be used only for private single family dwellings of not to exceed two (2) stories in height and a private garage for not more than two (2) cars. No flat or apartment house shall be erected thereon. No animals or fowl shall be housed, maintained or kept on any of the lots, except household pets.

SET BACK OF IMPROVEMENTS AND APPURTENANCES:

No building shall be erected on any of said lots nearer than thirty (30) feet to the front lot line, nor nearer than eight (8) feet to any side line. The side line restrictions shall not apply to a garage located on the rear one-quarter of any lot, except that on corner lots no structure shall be permitted nearer than twenty (20) feet to the side street line. Walls, fences and hedges are not to extend beyond the dwelling setback to any street, unless approved by the Subdivision Building Committee.

NO TRADE OR BUSINESS PERMITTED:

No trade or business of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURE:

No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon.

PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED:

No building shall be placed or erected on any lot until the design and location have been approved, in writing, by a committee appointed by a majority of the owners of the lots in the subdivision.

Each lot shall have one vote. The undersigned hereby agrees to appoint the original committee within thirty (30) days from date. In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision.

BUILDINGS PERMITTED:

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than one thousand (1000) square feet, in the case of one story single family dwellings, and not less than seven hundred (700) square feet in the case of one and a half or two story single family structures. The cost of any main residence building shall be not less than \$10,000.00 at prevailing prices.

LOT REQUIRED FOR BUILDING:

No lot shall be divided or changed in size or area without the approval of the Subdivision Building Committee but in no event shall changes be made to create more building sites than the number on the original plat filed with the Salt Lake County Recorder, nor shall any residential structure be erected or placed on any building plot which has an area of less than eight thousand (8000) square feet or a width of less than sixty-five (65) feet at the front building set back line.

EASEMENT FOR UTILITIES:

An easement is reserved over the rear five (5) feet of each lot, and as otherwise indicated on recorded Plat, for utility installation and maintenance.

RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding

