

DECLARATION OF RESTRICTIONS

Entry No.
Recorded
Book Page

Out line of Declaration of Restrictions applying to Grandeur Chalet Subdivision, executed by Daniel R. Jerman and John R. Gunther.

- A. 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 one story in height and a private garage for not more than 2 cars, and other structures as provided in Paragraph "L".
- B. No building, outhouse, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall there be any changes made to the exterior by way of alteration, addition, repairing, remodeling, or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications thereof, including front, side, and rear elevations and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval, fences or walls are not to extend beyond the front setback of dwellings unless similarly approved, and approved in writing by a committee, which committee is provided for in paragraph "E".
- C. The Committee shall endorse the plans and specifications, etc., on all work performed, whether for decoration or alteration, and shall return one set of approved plans and specification to the owner, and retain one set in a file for a permanent record.
- D. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during the construction or until made to comply with all requirements of this declaration.
- E. The building and architectural committee shall be composed of Daniel R. Jerman and John R. Gunther, and John G. Wells, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of either member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative, fails to approve or disapprove such design and location within thirty 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 representatives 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 June 1st, 1990. 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 said lots and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee. It is the intent of these Deed Restrictions to define the name "Committee" wherever it appears in the Deed Restrictions to mean "Building and Architectural Committee" referred to in this paragraph.
- F. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat except on corner lots. In any event, no building shall be located on any residential plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building except a detached garage or other outbuilding shall be located 50 feet or more from the front lot line.

G. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or width of less than 65 feet at the front building setback line.

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

I. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a temporary or permanent residence located thereon, unless and until written approval shall have been secured from the committee.

J. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry, (except as in Paragraph "K" permitted) shall be kept or maintained on any part of said property.

K. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose unless and until authorized in writing by the committee, and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or other noisy fowl, be kept for any purpose on any lot.

L. No dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, excluding one story open porches and garages, which shall be less than 900 square feet. Minimum dwelling cost of \$9,000.00 to be based on prevailing costs at time of recording.


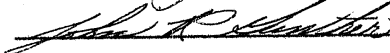
M. Easements affecting all lots are reserved as shown on the recorded plat for utility installations and maintenance. In any event an easement is reserved over the rear 5 feet of each lot and over such sideyard lines 5 feet in width, an shall be required for utility, installation and maintenance.

N. No signs, billboards, or advertising structures may be erected or displayed on any of the lots except Grandeur Chalet Subdivision project signs and signs in connection with business properties and except that a single sign, not more than 3 X 5 feet in size advertising a specific lot or house for sales or for rent, may be displayed on the premises affected, nor shall any trash, ashes or any other refuse be thrown or dumped on any lot or any part thereof.

O. 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.

P. 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.

Q. 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.

RESTRICTIONS - continued
Entry No.

Page 3 BOOK 1725 PAGE 321

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the ~~29th~~ 13th day of ~~JUNE~~ July, A.D. 1960
personally appeared before me ~~Daniel R. Jerman~~
Daniel R. Jerman and John R. Gunther
the signer of the within instrument, who duly acknowledged to me that he executed the same.



Nelma J. Wood
Nelma J. Wood Notary Public
Residing in Salt Lake City, Utah

Recorded JUL 13 1960 at 3:14 p.m.
Request of MCGHEE ABSTRACT & TITLE CO.
Fee Paid, Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 4.00 By *Fluss* Deputy
Ref. _____