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SEP 22 1960

Recorded at 11:07 A.M.
Request of BACKMAN BACKMAN & CLARK
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 3.00 By *F. Auslino* Deputy
Ref.

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned S. S. Kunz, also known as Seymour S. Kunz, and Belva S. Kunz, also known as Belva Sorenson Kunz, his wife, and Clinton H. Holmes and Eris G. Holmes, his wife, the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

All of LOCUST GROVE, according to the official plat thereof,

impose the following restrictive covenants on said subdivision.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until September 15, 1985, 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.

2. 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 the above described tract 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.

3. 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.

4. None of the lots in said subdivision shall be improved, used or occupied for other than private single family residence purposes and no flat or apartment house intended for residence purposes shall be erected thereon, and no structure shall be erected or placed on any of the said lots other than one detached single family dwelling, not to exceed one story in height, and a one, two or three car garage. The dwelling must not be less than 1600 square feet, excluding basement and garage.

5. The setback of residences from front and side lines must meet the requirements as established by the Salt Lake County Planning Commission.

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6. No lot as now platted shall be re-subdivided.

7. No trailer, basement, tent, shack, garage, barn or other outbuildings shall be moved onto or erected on any lot in the subdivision which shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

8. No animals or fowls, with the exception of household pets, shall be kept, housed or permitted to be kept or housed on any lot of said subdivision, that may be or become an annoyance to the neighborhood.

9. An easement is hereby reserved over said lots for the installation and maintenance of utility service as set forth in the plat of said subdivision.

10. 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.

IN WITNESS WHEREOF we have hereunto set our hands this 16th day of September, 1960.

S. S. Kunz
Belva S. Kunz
C. H. Holmes
Eris G. Holmes

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 16th day of September, A. D. 1960, personally appeared before me S. S. Kunz, also known as Seymour S. Kunz, and Belva S. Kunz, also known as Belva Sorenson Kunz, his wife, and Clinton H. Holmes and Eris G. Holmes, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Robert J. Backman
Notary Public
Residing at Salt Lake City, Utah

My commission expires:
Feb. 16, 1962

