

1745566

BOOK 1756 PAGE 124

Recorded NOV. 8 1960 at 8:46 a.m.
Request of SECURITY TITLE COMPANY
Fee Paid, Nellie M. Jack,
Recorder, Salt Lake County, Utah
S. E. Hoobey, J. A. Anderson, Deputy
Book..... Page..... Ref.....
Return to Mr. Henager, #.....

R E S T R I C T I O N S

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 CROWN COLONY SUBDIVISION, according to the 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.

1. PERSONS BOUND BY THESE RESTRICTIONS. That the covenants and restrictions are to run with the land, and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore described, shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from date hereof to October 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.
2. USE OF LAND: BUILDING COST RESTRICTIONS: No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one or two family dwelling not to exceed two stories in height and a private garage for not more than four cars.
3. DWELLING SETBACK AND FREE SPACE: 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. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 1000 square feet or a width of less than 75 feet at the front building setback line.
4. 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 ROWLAND H. MERRILL, A. PALMER HOLT and J. FRED PINGREE, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member 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. 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

(Continued)

prior to the completion thereof, such approval will not be required and this covenant shall 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 October 1, 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 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.

5. TEMPORARY RESIDENCES PROHIBITED: 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 residence of a temporary character be permitted.

6. NUISANCES. 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.

7. TYPE OF BUILDING. The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than 1000 square feet in the case of a one-story structure nor less than 800 square feet in the case of a one and one-half or two story structure.

8. VIOLATION AND DAMAGES. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before March 1, 1990, or so long after as these restrictions and covenants remain in force and effect, the then property owners individually or collectively shall have the right to sue for and obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

9. UTILITY EASEMENT. An easement is reserved over the rear 5 feet of each lot for the installation and maintenance of the utilities servicing said property.

10. SAVING CLAUSE. Invalidation of any one of these covenants by judgment or court order shall in no wise affect the validity of any of the other provisions not declared invalid and such other provisions shall remain in full force and effect.

WITNESS our hands this 24th day of October, A.D. 1960.

Fred J. McFall
FRED J. MCFALL

Boyd J. Brown
BOYD J. BROWN

Nina A. McFall
NINA A. MCFALL

Manuela Brown
MANUELA BROWN

Oliver L. Richards
OLIVER L. RICHARDS

A. Palmer Holt
A. PALMER HOLT

Marie B. Richards
MARIE B. RICHARDS

Martha Holt
MARTHA HOLT

J. Fred Pingree
J. FRED PINGREE

Rowland H. Merrill, trustee
ROWLAND H. MERRILL, Trustee,

Marjorie C. Pingree
MARJORIE C. PINGREE

SECURITY TITLE COMPANY, Trustee
By N. Gayle Nelson Vice President
By M. Venegas Secy-Treasurer



Page #3 - CROWN COLONY SUBDIVISION - Continued

STATE OF UTAH,)
) SS
COUNTY OF SALT LAKE,)

On the 7th day of November A.D. 1960, personally appeared before me, FRED J. McFALL and NINA A. McFALL, his wife, and BOYD J. BROWN and MANUELA BROWN, his wife, and OLIVER L. RICHARDS and MARIE B. RICHARDS, his wife, and A. PALMER HOLT and MARTHA HOLT, his wife, and J. FRED PINGREE and MARJORIE C. PINGREE, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Frank L. Woodland
NOTARY PUBLIC

My commission expires 11/15/63. Residing at Salt Lake City, Utah.

STATE OF UTAH,)
) SS
COUNTY OF SALT LAKE,)

On the 7th day of November A.D. 1960, personally appeared before me, ROWLAND H. MERRILL, Trustee, one of the signers of the foregoing instrument, who duly acknowledged to me that he executed the same ~~xxx~~ as said Trustee.

Frank L. Woodland
NOTARY PUBLIC

My commission expires 11/15/63. Residing at Salt Lake City, Utah.

STATE OF UTAH,)
) SS
COUNTY OF SALT LAKE,)

On the 7th day of November A.D. 1960 personally appeared before me N. GAYLE NIELSON and H. D. HENAGER who being by me duly sworn did say, each for himself, that he, the said N. GAYLE NIELSON is the Vice-President and he, the said H. D. HENAGER is the Secretary of SECURITY TITLE COMPANY, Trustee, 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 N. GAYLE NIELSON and H. D. HENAGER each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Frank L. Woodland
NOTARY PUBLIC

My commission expires 11/15/63. Residing at Salt Lake City, Utah.