

1756238

BOOK 1772 PAGE 448

Recorded JAN 12 1961 at 8:58 AM
Request of John E. Kay
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
By [Signature] Deputy
Ref. [Signature] 7 Huntington Ave. City

RESTRICTIVE COVENANTS

TO WHOM IT MAY CONCERN:

WHEREAS, Jessie M. Brady and Virginia B. Milne, both women, and A. Gene Montague and Norma F. Montague, his wife, and Sam F. Soter & Eva S. Soter, his wife, are the owners of certain real property situated in Midvale City, County of Salt Lake, State of Utah, which is more particularly described as follows:

lots 72-147, inclusive, HUB PARK ADDITION, ^{No. 1.} being located in Section 36, Township 2 South, Range 1 West, Salt Lake Base & Meridian as shown by the official plat thereof recorded in the Salt Lake County Recorder's Office on the 11th day of January, 1959 as Entry # 1756014.

WHEREAS, the undersigned, as the owners of that certain tract of land in Midvale, County of Salt Lake, State of Utah, hereinabove described, which has been subdivided into residential lots and streets as designated on the official Plat, desire to place restrictions against the title to said real estate.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the following restrictions are hereby created and declared to be covenants running with the title and land hereinabove described and each and every part thereof and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

1. PERSONS BOUND BY THESE RESTRICTIONS: That all covenants and restrictions herein stated and set forth shall run with the land and all persons, partnerships, and corporations, who now own or shall hereafter acquire any interest in any of the land hereinabove 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 July 1, 1984, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 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, provided that the owners of three-fourths of the property may release any or all of the land hereby restricted from any or all of said restrictions by an appropriate agreement in writing specifying with particularity the restriction or restrictions released and by filing said agreement with the office of the Salt Lake County Recorder, at any time after July 1, 1974.

2. USE OF LAND: That none of said land or fraction thereof shall be improved, used, or occupied for any other than private residence purposes, and no store, flat, or apartment house thereof intended for residential purposes shall be erected thereon. That each and every lot platted and designated as such in the plat of the said subdivision shall be held, owned, and considered as a separate residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single-family dwelling of not to exceed two stories in height and a private garage for not more than two automobiles.

3. DWELLING COST, QUALITY AND SIZE: Every detached single family dwelling erected on any residential lot included in this subdivision shall cost \$9,000.00, or more, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size, provided that, should the time come when a residence meeting the minimum area requirements and all other requirements contained in these restrictions and which will conform to the general quality of the home previously constructed can be built for less than the \$9,000.00 above mentioned, approval to build such residence may be granted by said committee upon written application submitted to the committee designated and acting in accordance with the provisions of Paragraphs 4 through 7. The ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than 850 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one-story.

4. REVIEW OF PLANS AND SPECIFICATIONS AND ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot in the said subdivision unless and until the construction plans and specifications and a plan showing the locations of the structure shall have been approved by the control committee as to quality of workmanship and materials, structural safety and utility, harmony of external design with existing structures; and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Sections 6-8.

5. SIDE YARD REGULATIONS: The minimum side yard for any dwelling shall be eight (8) feet on one side and eight (8) feet on the other side. Accessory buildings shall have a minimum side yard of one (1) foot, provided that in no case shall any accessory building be closer to a dwelling on adjacent property than fifteen (15) feet.

6. REAR YARD REGULATIONS: The minimum rear yard for any main building shall be twenty-five (25) feet, and for accessory buildings one (1) foot, provided that accessory buildings on corner lots shall have a rear yard of not less than fifteen (15) feet.

7. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back, lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

8. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

9. PROTECTIVE SCREENING: Protective screening areas are established as shown on the recorded plat including a 10-foot strip of land on the residential lots along the property lines of State Road. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities, and drainage facilities.

10. ARCHITECTURAL CONTROL COMMITTEE: For the purpose of carrying into effect the provisions of this Agreement there shall be a committee composed of Sam F. Soter, 2188 Pheasant Way, Salt Lake City 17, Utah; Edward M. Gilbert, 2291 East 4500 South, Salt Lake City, Utah; and a third person who may or may not be an owner of property in the said subdivision to be selected by the two named members. A majority of the committee may designate a representative to act for it. In event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event of the resignation, removal or inability of all of the members of the said committee to act, successors may be appointed by the vote of the majority of owners of the property in said subdivision. The members of the committee shall serve until their successors are duly appointed and qualified and neither the members of the committee nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. At any time all of the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
11. PROCEDURE: In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
12. SALE OF PART OF A LOT: No tract of land in said subdivision, excepting an entire lot as platted in the subdivision plat thereof, shall be used or sold as a residential lot without the consent of the said committee or its properly designated representative.
13. NUISANCES: No barn, coop, shed, sty, or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision, excepting only household pets. No noxious or offensive activity shall be carried on upon any lots, nor shall anything be done thereon which may be or may become an annoyance or a public or private nuisance to the neighborhood.
14. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage or other out-building erected in, upon, or about any of said residential lots or any part thereof shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named.
15. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
16. BILLBOARDS AND ADVERTISING PROHIBITED: No signs, billboards, or advertising structures may be created or displayed on any of the residential lots in said subdivision, or parts or portions of said residential lots, except that a single sign, no more than three feet by five feet in size, advertising a specific lot or house for sale or rent, may be displayed on the premises affected.
17. VIOLATION AND DAMAGES: If the parties claiming any interest in said residential lots, or any of them, or their heirs, successors, grantees, personal

representatives or assigns shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person, or persons, firms, or corporations so violating or attempting to violate any such covenants or covenant and/or restrictions or restriction, and to 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.

18. SAVING CLAUSE: Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed their names and the corporation affixed its seal on the 10th day of December, 1959.

Jessie M. Brady
Jessie M. Brady

Virginia B. Milne
Virginia B. Milne

A. Gene Montague
A. Gene Montague

Norma F. Montague
Norma F. Montague

Eva S. Soter
Eva S. Soter

Sam F. Soter

WITNESS:

[Signature]

STATE OF UTAH)
County of Salt Lake) ss.

On the 10th day of December, 1959, personally appeared before me JESSIE M. BRADY, VIRGINIA B. MILNE, A. GENE MONTAGUE and NORMA F. MONTAGUE, his wife, the signers of the foregoing Restrictive Covenants, who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

Residing at [Signature]

My commission expires:

8/11/62

STATE OF UTAH)
County of Salt Lake) ss.

On the 10th day of December, 1959, personally appeared before me SAM F. SOTER and EVA S. SOTER, who being by me duly sworn did say, each for himself, that he, the said SAM F. SOTER and she, the said Eva S. Soter, his wife, executed the foregoing Restrictive Covenants the day and year first above written.

[Signature]
NOTARY PUBLIC

Residing at [Signature]

My commission expires:

8/11/62