

1773895

MAIL TO - HOGLE INVESTMENT COMPANY
134 SOUTH MAIN STREET
90000

Recorded APR 24 1961 at 1:25 P.M.
Request of SECURITY TITLE COMPANY
Fee Paid, North M. Cook
Recorder, S. L. ...
\$ 4.00 By Leo ...
Book ... Page ... Ref ...

CONDITIONS and RESTRICTIONS covering WESTVIEW SUBDIVISION NO. 3

A. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling or one not to exceed two stories in height and a private garage or carport for not more than 2 cars, and other structures as provided in Paragraph "M".

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 the way of alternation, 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 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 line thereof, shall have been first submitted in writing for approval, and approved in writing by a committee, which committee is provided for a Paragraph "F".

C. In the event the proposed improvement be only for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall be necessary to file in duplicate the color scheme of such proposed work and have the same approved in writing prior to the commencement of such work.

D. The committee shall endorse the plans and specifications, etc., on all work performed, whether for decoration or alternation, and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.

E. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and 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.

F. The building and Architectural Committee shall be composed of Erwin E. Bohlen and Evelyn M. Bohlen, 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 alternations 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 January 1, 1975. 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

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of these Deed Restrictions to define the name "Committee" where-ever it appears in the Deed Restrictions to mean "Building and Architectural Committee" referred to in this paragraph.

G. 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 25 feet to the front lot line, nor nearer than 19 feet to any side street line. No building except a detached garage or other outbuilding located 50 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line, except attached carport which shall be not less than 3 feet.

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

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

J. 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, nor shall any structure of a temporary character be used as a residence. Nor shall any house be moved upon any lot or any part of a lot in this section unless permission be given by a Committee mentioned above in paragraph "F".

K. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless and until written approval shall have been secured from the Committee.

L. 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 "M" permitted) shall be kept or maintained on any part of said property.

M. 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 reasonable number of such animals. In no event shall any rooster, or any other noisy fowl, be kept for any purpose on any lot.

N. No dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of open porches and garages, which shall be less than 900 square feet.

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

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P. No signs, billboards, or advertising structures may be erected or displayed on any of the lots except WESTVIEW 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 sale, 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.

Q. No wall, hedge, or fence shall extend beyond the dwelling setback line to any street.

R. TERM. 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 thirty 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.

R2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant wither to restrain violation or to recover damages.

R3. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PROGRESSIVE DEVELOPMENT CORP.

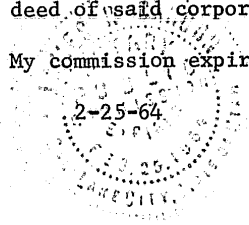
By: Erwin E. Bohem
Erwin E. Bohem, President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 18th day of April, A.D., 1961, before me, appeared ERWIN E. BOHEN to me personally known, who being by me duly sworn did say that he is the President of PROGRESSIVE DEVELOPMENT CORPORATION, a corporation and that said instrument was signed and sealed in behalf o f said corporation by authority of its board of directors and that the said ERWIN E. BOHEN acknowledged said instrument to be the free act and deed of said corporation.

My commission expires

2-25-64



James R. Cahoon
Notary Public
Residing at Salt Lake City, State of Utah