

Recorded MAY 16 1961 at 10:29 a.m.
Request of *James A. McHale*
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ *2.00* By *Geo. F. Jones* Deputy
Ref. _____

1777662

COVENANTS AND BUILDING RESTRICTIONS

HAMILTON VILLAGE #1

3648 Highland Dr

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, James A. McHale and Florice McHale, owners of the following described real property, situated in Salt Lake County, State of Utah:

All of the lots in Hamilton Village # 1, a subdivision, Block 5, Ten Acre Plat "A", Big Field Survey, Salt Lake Base and Meridian, recorded March 20, 1961, Entry # 1767660 in the Office of the recorder, Salt Lake City, State of Utah.

for the purpose of insuring the use of said property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property; to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners,

HEREBY DECLARE:

I.

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 April 15, 1991, 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.

II.

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 two stories in height and a private garage or carport for not more than two cars.

III.

No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor 25 feet to any side street. 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 two side yards for any one lot will be not less than 16 feet; with the exception of Lot # 2, which side yard on the west of said lot shall be 4 feet due to the residence already existing on said Lot #2. 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 a width of less than 50 feet at the front building setback line.

IV.

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 James A. McHale, Florice McHale, Kenneth Nowell and Andrew John Brennan, 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 enjoy 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 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 April 15, 1991. 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.

V.

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.

VI.

No noxious or offensive trade shall be carried on upon any part of the land nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

VII.

The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than 1,000 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.

VIII.

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 April 15, 1991, 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.

IX.

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

X.

No fence, wall or hedge will extend beyond the dwelling setback to any street.

XI.

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, such approval to be given in writing.

XII.

No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 by 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

XIII.

No trash, ashes or any other refuse may be thrown or dumped on any residential lots hereinbefore described or any part or portion thereof.

XIII.

The foregoing covenants and restrictions of Hamilton Village # 1 will apply to the vacant property owned by James A. McHale and Florice McHale adjoining Hamilton Village # 1 on the south. This property is approximately 379.80 feet by 99.6 feet.

XV.

If the parties now claiming any interest in said residential lots hereinbefore described, 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 prior to 30 years from the date hereof, it shall be lawful for any other person or persons owning other residential lot or lots in said area, to prosecute any proceedings at law or in equity against the person or persons, firm or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XVI.

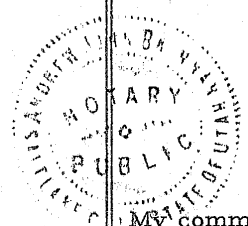
Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 30 years from the date hereof subject to automatic extension as provided in paragraph X.V. hereof.

James A. McHale
James A. McHale

Florice McHale
Florice McHale

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

On this *5th* day of *April* 1961, personally appeared before me JAMES A. McHALE and FLORICE McHALE, who duly acknowledged to me that they executed the foregoing instrument.



Andrew John Brennan
NOTARY PUBLIC, residing at
Salt Lake City, Utah

My commission expires
April 14, 1962.