

1843726

RESTRICTIVE COVENANTS

Ref. \_\_\_\_\_

## TO WHOM IT MAY CONCERN:

We the owners of all of LAZY BAR NO. 2 SUBDIVISION, in consideration of the premises and as part of the general plan for improvements on said property, do hereby declare the property hereinbefore described subject to the restrictions and covenants herein recited:

1. No lots shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached one family dwelling not to exceed two stories in height, and a private garage for not more than two cars.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the architectural control committee as to quality of workmanship, materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.
3. The ground floor area of the main structure exclusive of one story open porches and garages, shall not be less than 1000 square feet for a one story dwelling, or less than 1000 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
6. 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.
7. No structure of a temporary character, trailer, basement, tent, shed, garage, barn, or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. No structure shall be moved on to any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinafter named, such approval to be given in writing.
8. No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or part or portions of said residential lots except that a single sign not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.
9. No trash, ashes, or any other refuse may be thrown or dumped on any residential lots hereinbefore described or parts or portions thereof.
10. No building shall be erected, placed or altered on any residential lot 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 the following: Robert L. McMullin and Phyllis B. McMullin, or by a representative designated by the members of said committee.
11. In the event of death or resignation of any of the members of said committee

remaining member shall have full authority to approve or disapprove such design or location or to designate a representative with like authority and said remaining member, or the remaining member, and the remaining members of any successor committee, shall also have authority to fill any vacancy at any time on said committee or any successor committee.

12. 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 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 representative shall be entitled to any compensation for services performed pursuant to this covenant.

The powers and duties of such committee and its designated representatives shall cease on and after January 1, 1965. 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 owner 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.

13. 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 25 years from the date these covenants are recorded after which time said covenants shall be binding on all parties and 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.

14. Enforcement shall be by proceeding at law or in equity against any person or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

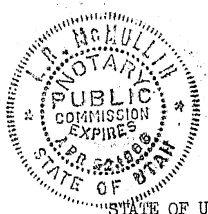
15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. No fence or wall shall be erected on any lot nearer to any street than the minimum building setback line.

*Robert L. McMullin*  
Robert L. McMullin

*Phyllis B. McMullin*  
Phyllis B. McMullin

BACKMAN ABSTRACT & TITLE COMPANY, TRUSTEE

BY *Robert L. Backman*  
Partner



STATE OF UTAH  
County of Salt Lake  
ss.

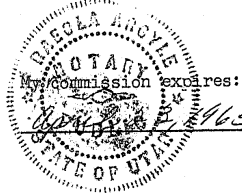
On the 4 day of May A. D. 1962, personally appeared before me Robert L. McMullin and Phyllis B. McMullin, the signers of the within instrument who duly acknowledged to me that they executed the same.

*L. R. McMullin*  
Notary Public  
Residing at Salt Lake City, Utah

My commission expires:  
4/1/65

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

On the 4 day of MAY A. D. 1962, personally appeared before me Robert L. Backman, the signer of the within instrument who being by me duly sworn did say that he is a partner in Backman Abstract & Title Company, a co-partnership, and that the within and foregoing instrument was signed in behalf of said co-partnership by authority of a resolution of said co-partnership, and said Robert L. Backman duly acknowledged to me that he executed the same on behalf of said co-partnership, as trustee.



Berola Aronson  
Notary Public  
Residing at Salt Lake City, Utah