

1863981

BOOK 1954 PAGE 436

MAIL TO: HOLMES & JENSEN  
P. O. BOX 721

Recorded AUG 17 1962 at 2:34 p. m.

Request of CARDON ABSTRACT CO.

Fee Paid. Nellie M. Jack,

Recorder, Salt Lake County, Utah

\$ 7.00 By *Es. S. DeKau* Deputy

DECLARATION OF RESTRICTIONS Ref.

Whereas, a subdivision known as WESTWARD TERRACE SUBDIVISION has been created and a plat thereof recorded on July 10, 1962, Entry no. 1856510, in Book "Y" of Plats, page 70, in the office of the Salt Lake County Recorder,

Whereas, the owners are desirous of creating restrictions and covenants affecting said property. Now therefore, in consideration of the premises and as a part of the general plan for the improvement of Westward Terrace Subdivision, the owners do hereby declare the property subject to blanket encumbrance upon said property or any part thereof and all conveyances of said property or any part thereof shall be subject to said restrictions which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, its successors and assigns and grantees, who are or become owners of any lots in said subdivision. The restriction are as follows:

- A. All lots in the tract shall be known and described as residential lots.
- B. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than detached single family dwellings not to exceed two stories in height and a private garage for not more than three cars. The livable floor area shall be not less than 950 square feet.
- C. No building, outhouse, garage, fence wall, fence, 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 way of alteration, addition, repairing, remodeling, or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications therefore, including front, side and rear elevations and floor plans for each floor and basement and two plot plans indicating and fixing the exact location of said structure of such altered structure on the lot with reference to the street and side lines thereof shall have first been submitted in writing for approval and approved in writing by a committee, which is provided for in Paragraph E.
- D. When the construction of any building on any lot is once begun work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this Declaration.
- E. The building and architectural committee shall be composed of Edward J. Holmes, Grant S. Jensen and Paul H. Holmes, or by a representative designated by a majority 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 or location within thirty days after said plans and specifications have been submitted to it 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 of its designated representative shall cease on and after January 1, 1983. 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. It is the intent of these Deed Restrictions to define the name "Committee" wherever it appears in the Deed Restrictions, to mean the building and architectural Committee referred to in this paragraph.

F. No building shall be located nearer than 20 feet to the front lot line. The minimum side yard for any dwelling shall be seven feet and the total width of the two required side yards shall be not less than fifteen feet. On corner lots, no building shall be located nearer than fifteen feet to the front lot line or nearer than twelve feet to the side street line. No building except a detached garage or other outbuilding located sixty five feet or more from the front lot line shall be located nearer than six feet to any side lot line.

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

H. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall be at any time as a residence temporarily or permanently, 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 subdivision unless permission is given by the Committee mentioned in paragraph E.

I. 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 J hereof permitted) shall be kept or maintained on any part of said property.

J. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lots, but not for any commercial use or purpose. The committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose unless and until authorized in writing by the committee, and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or other noisy fowl be kept for any purpose on any lot.

K. An easement five feet wide over the rear of each lot shall be reserved for utility installation and maintenance, irrigation ditches, drainage and waste water facilities. Agents maintaining, repairing, replacing or servicing any of the utilities or facilities as mentioned in this paragraph, shall have free access to the property described in the easements, and said agents shall not be held responsible for damages to or removal of fences, shrubs, plants, trees, outbuildings or retaining walls.

L. No signs, billboards, or advertising structures may be erected or displayed on any of the lots except that a single sign, not more than 3' x 5' in size, advertising a specific lot for sale or house 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.

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M. 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 majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

N. Enforcement shall be by proceedings 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.

O. 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.

Holmes and Jensen, Inc., Owner

Edward J. Holmes  
Pres.

Attest:

Grant S. Jensen  
Sec.

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

On the sixteenth day of August, 1962, personally appeared before me Edward J. Holmes and Grant S. Jensen who being by me duly sworn did say, each for himself, that he, the said Edward J. Holmes is the president, and he, the said Grant S. Jensen is the secretary of Holmes and Jensen, Inc., 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 Edward J. Holmes and Grant S. Jensen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Charles J. Small  
Notary Public

My commission expires October 27, 1964