

1885261

BOOK 1992 PAGE 581

Recorded DEC 9 1964 11:12 a.m.  
Request of SECURITY TITLE COMPANY  
Fee Paid, Nollie M. Jack,  
Recorder, Salt Lake County, Utah  
\$ 4.00 By Dee Williams Deputy  
Book..... Page..... Ref.....  
Return to Mr. Henager, # 7787

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR CRESTFIELD

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, UTAH HOMES, INC., a California corporation, is the owner of the following described real estate located in Salt Lake County, State of Utah, to-wit:

Lots 1 through 73, inclusive, CRESTFIELD SUBDIVISION according to the plat thereof, recorded in the office of the County Recorder of said County,

is desirous of creating restrictions and covenants affecting said property.

NOW, THEREFORE, in consideration of the premises, the herein corporation declares the property hereinabove described subject to the following restrictions and covenants:

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for thirty years from date of recordation, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

Enforcement of these Covenants 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.

Invalidation of any 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.

A) All lots in the tract shall be known and described as residential lots. 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 and basement in height and a private garage for not more than three cars, except that duplexes may be built on Lots 1 through 11, inclusive and private garages and/or carports for not more than four cars on said lots.

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IRVING SLATER  
ATTORNEY AT LAW  
1300 EL CAMINO REAL  
MENLO PARK, CALIFORNIA  
DAVENPORT 1-7070

B) No building shall be erected or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings 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 elevations by Claude T. Lindsay, Don McLane, and Walter E. Muir. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the committee, or its successor shall cease on and after thirty years from date of recordation of these Covenants. Thereafter the approval described in these Covenants shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by a majority of the then record owners 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.

C) No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nearer than 20 feet to any side street line, or side yard lines nearer than 8 feet on each side for a total of 16 feet.

D) No residential structure shall be erected or placed on any building plot on that portion of the property fronting on 3200 West Street to a depth of 300 feet, which plot has an area of less than 10,000 square feet. All other building plots on which residential structures shall be erected or placed shall have an area of not less than 8,000 square feet.

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

F) No trailer or trailer house shall reside on any of the lots, except the trailer is house'd in the garage or carport. No trailer, basement, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall a tent, shack or barn be erected on the premises for any purpose, nor shall any structure of a temporary character be used as a residence, or

structure of a temporary character be used as a residence, or for housing pigs, cows, horses, pigeons, or poultry, none of which shall be kept on the property. Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

G) One-family structures consisting of one story shall not be smaller than 1000 square feet exclusive of porches and garages. One family one and one-half or two story structures shall not be smaller than a total of 1100 square feet exclusive of the basement area, porches and garages. One story, two family structures shall not be smaller than a total of 1700 square feet. One and one-half story two family structures shall not be less than 1500 square feet exclusive of basement area, porches and garages.

H) No fence or wall shall be erected, placed or installed on any lot nearer to any street than the minimum building setback line, unless approved by the Architectural Committee.

I) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

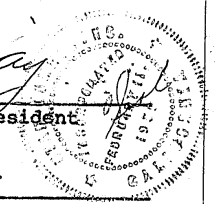
J) An easement is reserved over each lot as shown on the recorded plat for utility installation, and maintenance, and drainage.

IN WITNESS WHEREOF, the undersigned does set its hand and seal this 14<sup>th</sup> day of September, 1962.

UTAH HOMES, INC.

By Claude T. Lindsay  
CLAUDE T. LINDSAY  
Claude T. Lindsay, President

By Irving Slater  
IRVING SLATER  
Irving Slater, Assistant Secretary



STATE OF CALIFORNIA,

County of SAN MATEO } ss.

On this 14<sup>th</sup> day of September in the year one thousand nine hundred and sixty two

before me, Carlyle Davison, a Notary Public in and for the San Mateo County of

Claude T. Lindsay, known to me to be the President, and Irving Slater known to me to be the Assistant Secretary, of UTAH HOMES, INC., a corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Mateo the day and year in this certificate first above written.

Carlyle Davison  
CARLYLE DAVISON

Notary Public in and for the San Mateo County of San Mateo State of California.

Cowdery's Form No. 28--(Acknowledgment--Corporation),  
(C. C. Secs. 1190-1190.1) 41876

My Commission Expires Dec. 6, 1965

