

Recorded MAR 26 1963 at 12:20
 Request of BACKMAN, BACKMAN & CLARK
 Fee Paid HAZEL TAGGART CHASE
 Recorder, Salt Lake County, Utah
 \$ 3.00 By *[Signature]* Deputy
 Ref.

1908300

RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Henry C. Duehlmeier and Phoebe L. Duehlmeier, his wife, have caused to be surveyed and platted, DIAL HEIGHTS NO. 4, and are desirous of creating restrictions and covenants affecting said property.

NOW, THEREFORE, in consideration of the premises the said Henry C. Duehlmeier and Phoebe L. Duehlmeier, his wife, do hereby declare DIAL HEIGHTS NO. 4, subject to the following restrictions and covenants and shall be held and be conveyed subject to said restrictions and covenants as hereinafter set forth.

1. Definition of Terms used: That for the purpose of these restrictions the word "street" shall mean any street of whatever name, which is shown on the plat of Dial Heights No. 4, and which has been dedicated to Salt Lake County, for the purpose of Public Streets.
2. Persons Bound by These Restrictions: 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 lots in the subdivision shall be taken and held to agree and covenant with the owners of the lots shown on this plat and with their heirs, 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 of 30 years from the 28 day of February - 1963, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.
3. Land/Use and Building Type: All lots in the tract shall be known and described as residential lots. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.
4. Committee: No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved by a committee composed of Henry C. Duehlmeier, 4213 South 1300 West, Murray, Utah, and Phoebe L. Duehlmeier, 4213 South 1300 West, Murray, Utah. PROVIDED, however, that if such committee fails to approve or disapprove such design and location within twenty days after said plans have been submitted to it, or if no suit to enjoin the erection of such building or making of said alterations has been commenced prior to the completion thereof, such approval will not be required. The committee may designate a representative to act for it. In the event of death or resignation of either member of the committee, the remaining member shall have full authority to designate a successor. Neither member of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
5. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
6. Dwelling Setback and Free Space: No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than eight feet to any side line (both said yard lines must total minimum of 20 feet), excepting that a garage which may be located as near as two feet from side yard line, unless zoning regulations run to the contrary. No fence or wall shall be erected, placed or altered on said lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph No. 4.

7. Nuisances: 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 an annoyance or nuisance to the neighborhood.

8. Temporary Residence Prohibited: No trailer, basement, tent, garage, or other building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No basements shall be capped over and used as living quarters.

9. Cost and Size: No dwelling costing less than \$10,000—on present market or having less than 900 square feet ground floor area, exclusive of open porches and garages, shall be constructed in the subdivision.

10. Utility Easement: A perpetual easement is reserved as shown on the subdivision plat for utility installation and maintenance.

11. Violations and Damages: If the parties hereto, their heirs, or assigns, shall violate or attempt to violate any of the covenants herein mentioned, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Saving's Clause: 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.

IN WITNESS WHEREOF we have hereunto set our hands this 28 day of February, 1963.

Signed in the presence of:

Henry C. Duehlmeier
Henry C. Duehlmeier
Phoebe L. Duehlmeier
Phoebe L. Duehlmeier

STATE OF UTAH 0
 : ss.
County of Salt Lake 0

On the 28 day of February, A. D. 1963 personally appeared before me Henry C. Duehlmeier and Phoebe L. Duehlmeier, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

Walter Z. Hedden
Notary Public

Residing at Salt Lake City, Utah

My Commission expires:

