

RESTRICTIVE COVENANTS FOR ROLLING KNOLLS NO. 1 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the following described property in Salt Lake County, State of Utah, to-wit:

All of Lots 1 to 36, inclusive, of ROLLING KNOLLS NO. 1 SUBDIVISION, according to the plat thereof recorded in the office of the County Recorder of said County.

Lots 1 to 16, inclusive shall be designated as a multiple unit area with garden type R-5 use permitted. Alternate use shall be the same as Lots 17 to 36 of these restrictive covenants,

and are desirous of creating restrictions and covenants affecting said property.

AND THEREFORE, in consideration of the premises, the undersigned hereby declare the property herein described, subject to the following restrictions and covenants:

1. PERSONS BOUND BY THESE RESTRICTIONS: 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 1, 1993, at which time said covenants shall be automatically extended for successive periods of 10 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.

2. USE OF LAND: BUILDING COST RESTRICTIONS: No structures shall be erected, altered, and 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 car port for not more than 3 cars. No dwelling costing less than \$16,000.00, including lot on present market value, shall be erected on any building plot.

3. DWELLING SET BACK AND FREE SPACE: No building shall be located on any residential building plot nearer than 29 feet to the front lot line, except on corner lots; then it shall be located no nearer than 20 feet. No building except a detached garage or other outbuilding located 60 feet or more feet from the front lot line shall be located nearer than 7½ feet to any side lot line. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 square feet or a width of less than 50 feet at the front building set back line. No walls, fences or hedges shall extend beyond dwelling setback to any street unless approved by the architectural committee.

4. 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 Elbert G. Adamson, Jerry F. Bach and Lloyd Metcalf, 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 enjoin the erection of such building or the making of such alterations have 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 power and duties of such committee, and of its designated representative, shall cease on and after April 1, 1975. 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.

5. TEMPORARY RESIDENCES PROHIBITED: 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.

6. NUISANCES: 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.

7. TYPE OF BUILDING: The foundation area of the main structure exclusive of one story open porches and garages, shall be not less than 1000 square feet in the case of a one-story or split-level structure nor less than 900 square feet in the case of a one and one-half or two story structure.

8. VIOLATIONS AND DAMAGES: 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 1, 1993, 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.

9. UTILITY EASEMENT: An easement is reserved over the rear 5 feet of each lot, and as shown of the official recorded plat of ROLLING KNOLLS NO. 1 SUBDIVISION for the installation and maintenance of the utilities servicing said property.

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10. SAVING CLAUSE: Invalidation of any one of these covenants by judgment or court order shall in no wise affect the validity of any of the other provisions not declared invalid and such other provisions shall remain in full force and effect.

LAND DEVELOPMENT, INC.
(a Utah corporation)

Lloyd V. Metcalf
Lloyd V. Metcalf, President

Elbert G. Adamson
Elbert G. Adamson, Secretary

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 13th day of May 1963, A.D., personally appeared before me, Lloyd V. Metcalf and Elbert G. Adamson, who being by me duly sworn, did say that they are the President and Secretary, respectively, of LAND DEVELOPMENT, INC., a Utah Corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, as the case may be, and said Lloyd V. Metcalf, President and Elbert G. Adamson, Secretary, acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year first above written.

My Commission expires: April 15, 1964

[Signature]
Notary Public
Residing in: Salt Lake City, Utah

MAY 14 1963
Recorded at 10:59 a.m.
Request of McGHEE ABSTRACT & TITLE CO.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
3.00 Deputy