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BOOK 2111 PAGE 172

OCT 15 1968

Recorded _____ at _____

Request of Newton Tuttle Jr

RESERVATIONS, RESTRICTIONS AND COVENANTS Fee Paid HAZEL TAGGART CHASE

Recorder, Salt Lake County, Utah

\$ 3.00 By A. E. Connelley Deputy

Ref. _____

KNOW ALL MEN BY THESE PRESENTS:

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

Parkcrest Subdivision as shown by the recorded plat thereof on file in the office of the County Recorder of Salt Lake County, State of Utah;

hereby declare that all and each of the lots in said Parkcrest Subdivision shall be held subject to and shall be conveyed subject to the

RESERVATIONS, RESTRICTIONS AND COVENANTS

herein after set forth:

I.

All lots in the Subdivision shall be known and described as residential lots. No structure 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 two cars.

II.

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.

III.

No live stock shall be housed or kept on any residential building plot within the subdivision nor shall any fowl in excess of 10 birds of any or all species be allowed upon any building plot in said subdivision.

IV.

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 structure of a temporary character be used as a residence.

V.

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

VI.

The ground floor area of the main structure, exclusive of one open porch and garage, shall be not less than 1,000 square feet in the case of a one story structure, nor less than 700 square feet in the case of a one and one-half or two story structure.

These covenants are to run with the land and shall be binding on all parties and on persons claiming under them until January 1, 1980, at which time said covenants and restrictions shall terminate.

VIII.

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

IX.

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.

X.

IN WITNESS WHEREOF, the undersigned, owner of the Parkcrest Subdivision lots hereinbefore described, have caused these presents to be executed this 14th day of October A.D., 1963.

TUTTLE CONSTRUCTION COMPANY

By

Newton A. Tuttle
Kenneth B. Evans
Georgene C. Evans

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 14th day of October, 1963, Kenneth B. Evans and Georgene C. Evans, his wife, and Newton A. Tuttle, the signers of the within instrument, personally appeared before me and duly acknowledge to me that they executed the same.

My Commission expires:



Reine V. Howell
Notary Public
Residing at Salt Lake City, Utah