

1955471

Recorded OCT 25 1963 at 7:11 P.M.
Request of Mrs. D. H. Olson
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
By [Signature] Deputy

BOOK 2115 PAGE 284

RESTRICTIVE COVENANTS

11044 So. 70th Street
City 17

DOCUMENT NOT LEGIBLE
SALT LAKE COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS:

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

All Lots in Woodside Heights No. 3 Subdivision, according to the plat thereof, recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and covenants affecting said property.

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

1. Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private single family residence purposes, and no flat or apartment house intended for residence purposes, shall be erected thereon, and no structure shall be erected or placed on any of said lots other than a one, two, or three car garage, and one single family dwelling, except Lot #12 of said subdivision which shall be designated a duplex lot allowing a two family dwelling and a one, two, or three car garage for each of the two families.
2. No dwelling shall be permitted on any lot unless the ground area of the main structure, exclusive of one story open porches and garages, is not less than 1,100 square feet.
3. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 3 feet to any side lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to become closer than 2 feet from the adjoining property line.
4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet. On corner lots, no structure shall be permitted nearer than 15 feet to the side street lines. No lot may be redivided or sold in pieces other than as shown on the official plat for the purpose of constructing additional dwellings thereon.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot for overhead utilities.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The maximum heights of any fence or hedge shall be six feet.
7. No Animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision, except such dogs, cats, and birds as are kept as household pets.
8. No structure of a temporary character, trailer, tent, basement, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
9. No pre-built dwelling or house shall be moved upon or located upon any lot in this subdivision.

10. 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 twenty-five years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. 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 violations or to recover damages.

12. 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.

13. All buildings on lot of said subdivision shall comply with the zoning requirements of Salt Lake County irrespective of other covenants herein contained.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this _____ day of Oct., 1963.

BOARD OF EDUCATION OF THE GRANITE SCHOOL DISTRICT

By Jay O. Brinton President

Agnes Lundgren
Agnes Lundgren

Dewey H. Olson
Dewey H. Olson

Jennie D. Olson
Jennie D. Olson

Marilyn Waring
Marilyn Waring



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

On the 9th day of Oct, 1963, personally appeared before me JAY O. BRINTON and DOW P. BRIAN, who being by me duly sworn did say, each for himself, that he, the said JAY O. BRINTON is the President, and he, the said DOW P. BRIAN, is the Clerk-Treasurer of the BOARD OF EDUCATION OF THE GRANITE SCHOOL DISTRICT and that the within and foregoing instrument was signed in behalf of said BOARD OF EDUCATION OF THE GRANITE SCHOOL DISTRICT by authority of a resolution of its board of directors and said JAY C. BRINTON and DOW P. BRIAN each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Joe A. West
Notary Public
Residing at: Salt Lake City, Utah



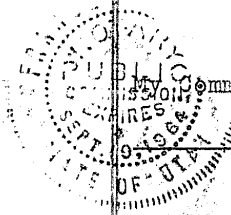
My Commission Expires:
March 25, 1964

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

On the 7th day of Oct. 1963, personally appeared before me DEWEY H. OLSON, JENNIE D. OLSON, his wife, MARILYN WARING, and AGNES LUNDGREN, four of the signers of the above instrument and who duly acknowledged to me that they executed the same.

Frances C. Call
Notary Public

Residing at: Salt Lake City, Utah



My Commission Expires:

9-19-64

Grant J. Christensen
Grant J. Christensen

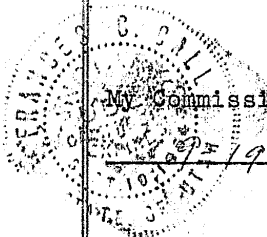
Ora Dean Christensen
Ora Dean Christensen

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

On the 5th day of October, 1963, personally appeared before me GRANT J. CHRISTENSEN and ORA DEAN CHRISTENSEN, his wife, two of the signers of the above instrument and who duly acknowledged to me that they executed the same.

Frances C. Call
Notary Public

Residing at: Salt Lake City, Utah



My Commission Expires:

9-19-64

Wilder H. Brinton
Wilder H. Brinton

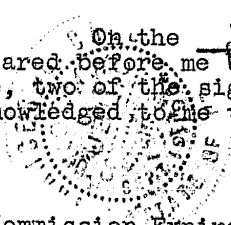
Bernice C. Brinton
Bernice C. Brinton

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

On the 2nd day of October, 1963, personally appeared before me WILDER H. BRINTON and BERNICE C. BRINTON, his wife, two of the signers of the above instrument and who duly acknowledged to me that they executed the same.

Frances C. Call
Notary Public

Residing at: Salt Lake City, Utah



My Commission Expires:

9-19-64

Louie G. Leon
Louie G. Leon

Marilyn W. Leon
Marilyn W. Leon

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

On the 4th day of October, 1963, personally appeared before me LOUIE G. LEON and MARILYN W. LEON, his wife, two of the signers of the above instrument and who duly acknowledged to me that they executed the same.

J. E. Beauf
Notary Public

Residing at:

My Commission Expires:

3-8-64

Lyle J. Brewster
Lyle J. Brewster

F. Colleen Brewster
F. Colleen Brewster

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

On the 5th day of October, 1963, personally appeared before me LYLE J. BREWSTER and F. COLLEEN BREWSTER, his wife, two of the signers of the above instrument and who duly acknowledged to me that they executed the same.

Frances C. Call
Notary Public

Residing at: Salt Lake County, Utah

My Commission Expires:

9-19-64

Victor G. Ellis
Victor G. Ellis

Kaye R. Ellis
Kaye R. Ellis

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

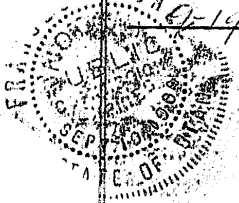
On the 5th day of October, 1963, personally appeared before me VICTOR G. ELLIS and KAYE R. ELLIS, his wife, two of the signers of the above instrument and who duly acknowledged to me that they executed the same.

Frances C. Call
Notary Public

Residing at: Salt Lake County, Utah

My Commission Expires:

9-19-64



Clyde A. Wilson
Clyde A. Wilson

Vern M. Wilson
Vern M. Wilson

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

On the 5th day of October, 1963, personally
appeared before me CLYDE A. WILSON and VERN M. WILSON, his wife,
two of the signers of the above instrument and who duly acknow-
ledged to me that they executed the same.

Francis C. Call
Notary Public

Residing at: Salt Lake City, Utah

Notary Public
Commission Expires:
9-19-64