

Recorded APR 15 1964
 Request of MCGHIE ABSTRACT & TITLE CO.
 \$632
 Ref.

1992714

AMENDED RESTRICTIVE COVENANTS FOR
 NEWTOPIA ACRES NO. 2 SUBDIVISION,
 a Subdivision of Salt Lake County, Utah

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners of the following described real property in Salt Lake County, Utah;

All of Lots 201, 202, 204, 206, 207, 208, 209, 210, 211, 212, 214, 215, 216, 217, 218, 219, 221, 223, 224, 225, and 226, of NEWTOPIA ACRES NO. 2 SUBDIVISION:

hereby declare that all and each of said lots described shall be subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS AND COVENANTS hereinafter set forth.

1. PERSON BOUND BY THESE RESTRICTIONS: That all covenants and restrictions herein stated and set forth shall run with the land and all persons, partnerships, and corporations, who now own or shall hereafter acquire any interest in any of the land hereinabove described shall be taken and held to agree and covenant with the present and future owners of said land 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 March 1, 1994, at which time said covenants and restrictions, shall be automatically extended for a successive period of 10 years unless, by a vote of a majority of the then owners of said lots and land it is agree to change said covenants in whole or in part.
2. USE OF LAND: That none of said land or fraction thereof, shall be improved, used or occupied for any other than single family private residences, and not store, flat or apartment house thereof intended for residential purposes shall be erected thereon; that each and every lot platted and designated as such in the plat of the said subdivision shall be held, owned and considered as a separate residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than R-2 Zoning Rules permit, of not to exceed two stories in height above the street, and private garage or carport for not more than two automobiles, however, a split-level or two level residence may be permitted if the contour of the lot permits. That not more than two feet of concrete can be showing above the ground.
3. QUALITY AND SIZE: The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 700 square feet with basement including split-level or two-level residences, and not less than 1100 square feet otherwise. All garage and house roofs must conform to the surrounding area. All residences must be constructed of brick construction and must be built under Federal Housing Administration or of Veterans' Administration regulations, or the equivalent.
4. REVIEW OF PLANS AND SPECIFICATIONS AND ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot in the said subdivision unless and until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the control committee as to quality of workmanship and materials, structural safety and utility, harmony of external design with existing structures, and as to location with respect to topography and finished ground elevation. All plans to be returned to the owner upon the completion of the residence and the residence shall be considered completed at the time of the final inspection of the Federal Housing Administration or the Veterans' Administration. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Sections 6 and 7.
5. ARCHITECTURAL CONTROL COMMITTEE: For the purpose of carrying into effect the provisions of this agreement, there shall be a committee composed of C. C. Drashner, 3365 Birch Circle, Salt Lake City, Utah; and John W. New, 2935 Apple Blossom Lane, Salt Lake City, Utah; Frank A. Fornelius, 3430 El Serrito Drive, Salt Lake City, Utah. A majority of the committee may designate a representative to the remaining members and in the event of a resignation and shall have full authority to designate a successor for replacement. In the event of the resignation, removal, or inability of all of the members to said committee so to act, successors may be appointed by the vote of the majority of the owners of the property in said subdivision. The members of the committee shall serve until their successors are duly appointed and qualified and neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

6. PROCEDURE: The committee or its representative shall approve or disapprove the plans and specifications submitted to it within 30 days from receipt thereof. Such approval or disapproval may be by letter or by written approval or disapproval on the plans themselves. If approval or disapproval is not accomplished within 30 days, and in any event, if suit to enjoin the construction has not been commenced prior to the completion thereof, the related covenants shall be deemed to have been complied with.
7. SALE OF PART OF A LOT: No tract of land in said subdivision, excepting an entire lot as platted in the subdivision plat thereof, shall be used or sold as a residential lot without the consent of said committee or its properly designated representatives.
8. NUISANCES: No barn, coop, shed, stys, or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or any other livestock and none of the foregoing shall be kept, maintained, permitted at any place within the limits of said subdivision, excepting only household pets, however, not more than one cat or one dog may be kept by any one family. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or public or private nuisance to the neighborhood.
9. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon, or about, any of said residential lots, or any part thereof shall at any time be used as a residence, temporarily or permanently, except a sales office during original development and sale of homes in this subdivision, nor shall any structure of a temporary character be used as a residence. No structure shall be moved onto any residential lot hereinbefore described or any part thereof.
10. EASEMENTS: 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.
11. BILLBOARDS AND ADVERTISING PROHIBITED: No sign, billboards, or advertising structure may be erected or displayed on any of the residential lots in said subdivision, or parts or portions of said residential lots, except that a single sign, for sale or rent, may be displayed on the premises affected.
12. GARBAGE: All residences must have garbage disposal units installed in them. No lot is to be used for the dumping of refuse or the storage of any material, equipment or goods.
13. VIOLATION AND DAMAGES: If the parties claiming any interest in said residential lots, or any of them, or their heirs, successors, grantees, personal representatives herein contained, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenants or covenant and/or restrictions or restriction, and to 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.
14. SAVING CLAUSE: Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

Dated: March 1, 1964

Signed) NEW CONSTRUCTION CORPORATION

BY John W. New
John W. New - President

BY C. C. Drashner
C. C. Drashner

BY Alvera C. Drashner
Alvera C. Drashner

AMENDED RESTRICTIVE COVENANTS FOR
NEWTIOPIA ACRES NO. 2 SUBDIVISION

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

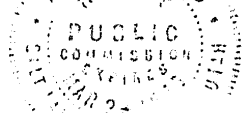
On the 13th day of April A. D. 1964, personally appeared before me JOHN W. NEW, who being by me duly sworn did say, that he, the said JOHN W. NEW is the president of the NEW CONSTRUCTION CORPORATION and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and JOHN W. NEW duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

F. A. Fomelius
Notary Public

My Commission Expires: 3/22/66 Residing at Salt Lake City, Utah.

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 13th day of April A. D. 1964, personally appeared before me C. C. DRASHNER and ALVERA C. DRASHNER, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



F. A. Fomelius
Notary Public.

My Commission Expires 3/22/66 Residing at Salt Lake City, Utah.