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BOOK 2188 PAGE 588

RESTRICTIVE COVENANTS

CURTIS L. PETTIT and DORIS W. PETTIT, HIS WIFE.

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Curtis L. Pettit and Doris W. Pettit, his wife, are the contract purchasers of that certain tract of land situated in Salt Lake County, Utah, described as:

All of Birchwood Estates Subdivision, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County.

Notwithstanding the provisions elsewhere to be found in these restrictive covenants, Lots No. 1, 1A, 23, 24, 25, 26 may be used for Two-Family Dwellings and the necessary off-street parking connected therewith.

NOW, THEREFORE, in consideration of the premises and for the benefit that will or may accrue to them in the disposition of the lots aforesaid, said contract purchasers do hereby covenant with all persons who may become owners of the parcels of land within or a part of the above described property purchased from or through them and do hereby restrict the use of the property to those uses which are hereinafter set forth.

## 1. Land, Use and Building Type.

All the lots in said tract shall be known and described as residential lots and shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed one and one-half stories in height.

## 2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing location of the structure with respect to said lot, have been approved by Curtis L. Pettit or his assigns, as hereinafter provided, as to the type and quality of workmanship and materials, harmony of external design with existing structures and as to locations with respect to topography and finished grade elevation. Elevations and building locations must be shown on a plot plan by a Certified Engineer.

No fences or walls shall be erected, on any lot unless approved by Curtis L. Pettit or his assigns, as hereinafter provided.

3. No dwelling shall be permitted on any lot at a cost of less than \$24,000.00 based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and the purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1100 square feet, regardless of whether the house is a one story or story and a half.

## 4. Building Location.

No building shall be located on any lot nearer to the front lot line

Recorded MAY 12 1934  
Request of Curtis L. Pettit  
Fee Paid HAZEL TARRANT CHACE  
1626 East Maple Ave.  
Salt Lake City P4106

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than 30 feet or nearer than 8 feet on one side and 10 feet on the other side of any one lot with respect to side yard lines. No building shall be located nearer than 20 feet to the side street property lines of said streets. No building shall be located nearer than 1 foot from the interior lot line which shall include garages and other necessary buildings.

The purposes of this covenant with respect to eaves, steps and open porches shall not be considered as part of the building. Provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon another lot.

5. Lot Area and Width.

No dwelling shall be erected or placed on any lot having a width of less than 63 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot or portion of a lot having an area of less than 8000 square feet.

6. Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.

7. Nuisances.

No noxious or offensive activity or trade shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance or a public or private nuisance to the neighborhood.

8. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time for residential purposes, either temporarily or permanently.

9. No animals of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

10. Membership Committee.

The architectural control committee will be composed of Curtis L. Pettit only or if Curtis L. Pettit is not available to act, either through death or incapacity or lack of further interest in the subdivision, then the persons interested may elect a representative to act for them, each lot having one vote. Neither Curtis L. Pettit nor any other person acting for the property holders of the above described property shall be entitled to any compensation for any services performed.

11. It is understood that when Curtis L. Pettit is not available that the then record owners of a majority of the lots shall have the power at any time to change the representative designated to act for them.

12. Procedure.

The approval or disapproval of the plans as required in these covenants shall be in writing. In the event the authorized person fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to him or if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required, and the covenants shall be deemed to have been fully complied with.

13. Term.

These covenants are to run with the land and shall be binding on all

parties and all person claiming under them for a period of seventy-five (75) years from the date these covenants are recorded.

14. Enforcement.

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violations or to recover damages..

15. Severability.

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.

DATED this 24th day of March, 1964.

Curtis L. Pettit

Doris W. Pettit

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On the <sup>MAY</sup> 12th day of ~~March~~, 1964 personally appeared before me Curtis L. Pettit and Doris W. Pettit, his wife, the signers of the above instrument who duly acknowledged to me that they executed the same.

MY COMMISSION EXPIRES 2/18/67

Robert E. Von Rosenberg