

BOOK 2294 PAGE 576

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
OAKCLIFF PARK #7

FEB 19 1965

Recorded at 2116
Request of *A. Robert Motzke*
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 5.00 By *D. A. ...* Deputy
Ref. *2335 E. 3225 So*
City

2062491

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned resident of Utah, Beryl N. Erickson, has cause to be surveyed, platted and subdivided into lots and streets, real property located in Salt Lake County, State of Utah, in the southeast quarter of Section 2, Township 2 south, Range 1 east.

That the subdivision so platted is described and known as OAKCLIFF PARK #7; that the plat thereof was accepted by the Board of Commissioners of Salt Lake County on August 5, 1964, and has been recorded in the office of the County Recorder of Salt Lake County on the 14th day of August, 1964.

That the undersigned individual is the owner of all the land located in said subdivision except the portion thereof dedicated as public streets.

NOW, THEREFORE, all of the lots shown on the plat of Oakcliff Park #7 are held and shall be conveyed subject to restrictions and covenants herein set forth and all persons or corporations who hereafter own or have an interest in any lot in said subdivision shall take and hold the same subject to the agreement and covenants with other owners, their heirs, successors and assigns to conform to and observe same for a period of 25 years from the first day of August, 1964; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of ten (10) years each; provided, however, that the owners of the Fee Simple Title of a majority of the lots in this subdivision may release all of the lands hereby restricted from any and all restrictions and covenants, or may amend said restrictions and covenants at the end of the first twenty-five (25) year period or of any successive ten (10) year period, by executing an appropriate agreement in writing for such purpose and filing it for record in the office of the County Recorder of Salt Lake County, Utah, at least two years prior to the expiration of any of the twenty-five or ten year periods above specified.

PROTECTIVE COVENANTS AND RESTRICTIONS OF OAKCLIFF PARK #7 (cont'd.)

USE OF LAND:

All of the lots shall be used only for private, one-family dwellings of not to exceed one story in height, provided, however, that multi-level houses may be built where they conform to the terrain and where they are approved by the Committee hereinafter appointed. A private garage may be erected on each lot for not more than three (3) cars, but provided, that such garage shall have approval of the Committee and shall conform to set back and side yard requirements hereinafter set forth. No animals or fowl shall be housed, maintained or kept on any of the lots, except household pets.

SET BACK OF IMPROVEMENTS AND APPURTENANCES:

No building shall be erected on any of said lots nearer than twenty (20) feet to the front lot line, nor nearer than eight (8) feet to any side line, provided, however, that where the terrain so requires the Committee may grant approval for a minimum set back of fifteen (15) feet from the front property line. The said line restrictions shall not apply to a garage located at least 80 feet from the front lot line.

NO TRADE OR BUSINESS PERMITTED:

No trade or business of any kind or nature shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, garage, barn, or other out buildings shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon.

PLAN, DESIGN AND LOCATION OF BUILDINGS TO BE APPROVED:

No building shall be erected, placed, or altered on any building lot in this subdivision, until the building plans, specifications, and plot plans showing the location of such buildings and showing both rough and finished grades have been approved in writing by a Committee composed of

PROTECTIVE COVENANTS AND RESTRICTIONS, OAKCLIFF PARK #7 (cont'd.)

Beryl N. Erickson, A. Robert Motzkus, and Richard G. Motzkus, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any members of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location and to perform all other duties as set forth herein, 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 thirty (30) days after said plans and specifications have been submitted to it then such approval will not be required, provided the design, and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision. If no suit to enjoin the erection or alterations of a building has been commenced prior to the completion thereof, then these covenants will have been deemed to have been complied with, provided that building permits have been obtained and approval of the committee applied for in writing.

BUILDINGS PERMITTED:

The ground floor area of the main structure, exclusive of one story open porches, garages or carports, shall be not less than 1,200 square feet. In the case of multi-level structures approved by the Committee the main floor area shall be not less than 1,000 square feet, provided that not less than 300 additional square feet shall be provided on other levels which provide light, heat and air suitable for standard living conditions.

EASEMENT FOR UTILITIES:

An easement is reserved over the rear five feet of each lot and as otherwise indicated on the recorded plat, for utility installation and maintenance.

THE RIGHT TO ENFORCE:

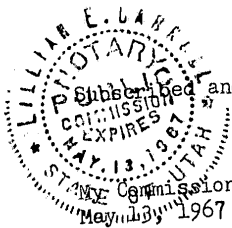
The restrictions herein set forth shall run with land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with

PROTECTIVE COVENANTS AND RESTRICTIONS OF OAKCLIFF PARK #7 (cont'd.)

the owners of said lots, their heirs, successors and assigns and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any person, persons, or corporation except in respect of breaches committed during its, his, or their seisin of or title to said land. The invalidation of any restriction herein contained, by judgement or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said Owner, Beryl N. Erickson, above named has caused these presents to be executed this 25th day of August, 1964.

Beryl N. Erickson
Beryl N. Erickson



Subscribed and sworn to before me this the 16th Day of September 1964

Lillian E. Carroll
NOTARY PUBLIC
Residing at Salt Lake City, Utah 84117