

BOOK 2311 PAGE 241

2072072

Recorded at Request of M. Shue Albert
853A
at 2:55 PM Fee Paid \$ 400 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
By Spencer Jones Dep. Date APR 2 1965

RESTRICTIVE COVENANTS FOR
STEWART PARK SUBDIVISION
a subdivision of Salt Lake City, Salt Lake County
State of Utah

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owner of the following described property in Salt Lake City, Salt Lake County, State of Utah:

All of Lots 1 through 25, inclusive, in STEWART PARK SUBDIVISION,
according to the official plat thereof on file in the office of
the Salt Lake County Recorder.

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

A. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage or carport for not more than two cars.

B. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in M hereof.

C. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$14,000.00, including lot based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and new materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated 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 900 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

D. BUILDING LOCATION: (1) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line,

(2) No building shall be located nearer than 8 and 12 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(3) 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, on a lot to encroach upon another lot.

E. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

F. 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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

- continued -

G. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or other storage in the carport is permitted except in an enclosed area designed for the purpose.

H. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

I. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

J. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept providing that they are not kept, bred or maintained for any commercial purpose.

K. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

L. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

M. ARCHITECTURAL CONTROL COMMITTEE: (1) MEMBERSHIP: The Architectural Control Committee is composed of John Crus, Elsie R. Crus, and Thomas Crus, all of Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(2) PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

N. GENERAL PROVISIONS: (1) TERM: 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

(2) ENFORCEMENT: 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 violation or to recover damages.

(3) SEVERABILITY: Invalidation of any one of those covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

M. EXEMPTIONS: Notwithstanding the foregoing provisions, it is hereby specified that the present record owners of Lot 23, STEWART PARK SUBDIVISION, may continue with the occupancy of the house thereon as presently constituted, provided, however, that no remodeling, reconstruction, or any other alteration thereof shall be done, or cause to be done, by them or either of them, without the written consent of the said Architectural Control Committee first had been obtained. Upon the conveyance of the fee, or of a lesser estate, of said Lot 23, by or from the said present owners, whether voluntarily, involuntarily, by devise, operation of law or otherwise, all subsequent owners and occupants thereof shall conform in every respect with the reservations, restrictions and covenants hereinabove specified.

BOOK 2311 PAGE 243

RESTRICTIVE COVENANTS FOR
STEWART PARK SUBDIVISION

Continued

Page 3

DATED: April 2, 1965

CRUS BROTHERS CONSTRUCTION COMPANY

BY

Thomas Crus
Thomas Crus - President

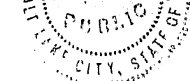
ATTEST:

John Thomas Crus
John Thomas Crus - Secretary

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)



On the 2nd day of April A. D. 1965,
personally appeared before me THOMAS CRUS and JOHN THOMAS CRUS
who being by me duly sworn did say, each for himself, that he the said THOMAS CRUS
is the President, and he, the said JOHN THOMAS CRUS is the Secretary of the
CRUS BROTHERS CONSTRUCTION COMPANY that the within and foregoing instrument
was signed in behalf of said corporation by authority of a resolution of its Board of
Directors and the same THOMAS CRUS and JOHN THOMAS CRUS each
duly acknowledged to me that said corporation executed the same and that the seal affixed
is the seal of said corporation.



R. J. Sullivan
Notary Public

My Commission Expires April 15th, 1968 Residing at Salt Lake City, Utah

RECORDED
INDEXED
SALT LAKE CITY, UTAH
APR 15 1965