

2095330

Recorded at Request of BACKMAN & CLARK JUL 9 1965
2:40 Fee Paid \$ 3.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
Lea G. Johnson Dep. Date

BOOK 2350 PAGE 134

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of INTERNATIONAL GARDENS, according to the plat of said subdivision recorded in the office of the County Recorder of Salt Lake County, State of Utah, as part of the general plan for the improvement of said property do hereby declare said property subject to the restrictions and covenants as follows, to-wit:

1. These covenants are to run with the land and shall be binding on all persons claiming under them from the date hereof until September 1, 1989, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated on the above described tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. 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.
4. All above described lots in the tract shall be known and described as single residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one dwelling not to exceed two stories in height, and a private garage.
5. No building shall be erected, placed or altered on any building plot in the above described property until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures on the said property and as to location of the building with respect to topography and finished ground elevation by a committee composed of Eben J. Blomquist, Harlan W. Clark, and, if desired by them, an additional member, who is an owner of one or more lots in said subdivision, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design and location 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 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and its designated representative, shall cease on and after September 1, 1989. Hereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots above described and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
6. No residence shall be located on any residential building lot described above nearer than 30 feet to the front lot line, or nearer than 8 feet to any side lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections and on corner lots street side yard to be 20 feet. If a carport or garage is constructed on the said building lot, detached or attached, it shall comply with the applicable zoning ordinances of Salt Lake County.

7. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 10,000 square feet or a width of less than 65 feet at the front building setback line.

8. No animals or fowls, with the exception of household pets, shall be kept, housed or permitted to be kept or housed on any lot in said subdivision that may be or become an annoyance or nuisance to the neighborhood.

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

10. No trailer, basement, tent, shack, barn or other outbuilding erected in the said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, and the construction of any residence shall be completed within one year from and after construction has begun thereon.

11. The ground floor area of any dwelling permitted on any of the above described lots shall not be less than 1400 square feet, exclusive of one story open porches and garages.

12. An easement is reserved over the portion of each of the lots in said subdivision for utility installation and maintenance as specified on the recorded plat, and for irrigation or drainage ditches as may be designated.

13. No trash, ashes, or other refuse may be thrown or dumped on any of the above described lots.

Dated this 1st day of July, 1965.

SUBURBAN MANOR DEVELOPERS, INC.

By Harlan W. Clark
President

Eben J. Blomquist
Individually

ATTEST:

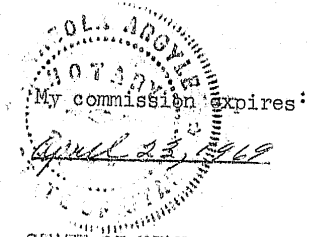
E. Blomquist
Secretary

STATE OF UTAH
County of Salt Lake

On the 1st day of July, A. D. 1965, personally appeared before me Harlan W. Clark and Eben J. Blomquist, who being by me duly sworn did say that he, the said Harlan W. Clark is the President, and he, the said Eben J. Blomquist is the Secretary of Suburban Manor Developers, Inc. a Utah 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 said Harlan W. Clark and Eben J. Blomquist duly acknowledged to me that the said corporation executed the same.

Racala Angelle
Notary Public

Residing at Salt Lake City, Utah



STATE OF UTAH
County of Salt Lake ss.

On the 1st day of July, A. D. 1965 personally appeared Irene Brighton Edmunds, the signor of the within instrument who duly acknowledged to me that she executed the same.

Daniel R. Wilson

Notary Public
Residing at Salt Lake City, Utah

