

2225259

Recorded DEC 1 1967 at 4:07 P m. Request of PRUD. FED. SAV. & LOAN  
FEE PAID HAZEL JAGGART CHASE RECORDER, SALT LAKE COUNTY, UTAH  
\$ 3.00 By [Signature] Deputy BOOK 2613 PAGE 221

CONDITIONS and RESTRICTIONS covering all lots, inclusive, of APPLE VALLEY NO. 2 SUBDIVISION, dated April 10, 1967, and recorded July 20, 1967, as Entry No. 2207767, in Book EE, Page 94 of Official Records, as follows:

1. 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 two stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed or altered on any building plot in the above described property until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of one Vice President and two Loan Officers of PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease when all lots in said subdivision have been sold and dwellings erected thereon, or after January 1, 1987. Thereafter, 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 in said subdivision and duly recorded appointing a representative, or representatives, who shall hereafter exercise the same powers previously exercised by said committee.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, is not less than 1000 square feet, except 2 story dwellings which shall have a ground floor area of at least 800 square feet.
4. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 8 feet with a total width of the 2 side yards of 18 feet, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the front lot line. 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.
5. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.
6. 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.
7. 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. The maximum heights on any fence shall be six feet and shall not extend beyond the front setback of the dwelling, and shall not extend beyond the setback on any front or side street, provided, however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front setback line.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

APPLE VALLEY NO. 2 SUBDIVISION

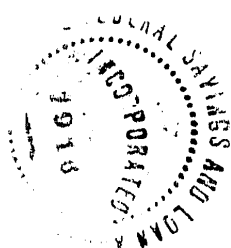
Continued  
Page 2

9. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

11. 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 at Salt Lake City, State of Utah, this 29th day of November, 1967.



PRUDENTIAL FEDERAL SAVINGS AND LOAN  
ASSOCIATION

By

Title Loan Officer

STATE OF UTAH )  
                  ) ss.  
COUNTY OF SALT LAKE)

On the 29th day of November, A. D. 1967, personally appeared before me ROBERT F. ROOF, who being by me duly sworn did say, that he, the said ROBERT F. ROOF, is the Loan Officer of PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 ROBERT F. ROOF duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

William L. [Signature]  
Notary Public

Residing at Salt Lake City, Utah

Commission expires January 31, 1967

