

DECLARATION OF BUILDING AND USE RESTRICTIONS

**2229692**

TO

WHOM IT MAY CONCERN

Recorded JAN 10 1963 3:22 p.m.  
Request of SECURITY TITLE COMPANY,  
For Faid, HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
400 Adm  
Book \_\_\_\_\_ Page \_\_\_\_\_ Ref \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all the property and premises situated in Salt Lake County, Utah, and described as follows:

COLONY WEST NO. 3, a subdivision in Salt Lake County, Utah, according to the plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah, as entry number **2229691** in book \_\_\_\_\_ of plats at page \_\_\_\_\_ does hereby establish the nature of the use and enjoyment of all lots in said subdivision and all conveyances of these lots shall be made subject to the following conditions, restrictions and stipulations:

1. Said property shall be subdivided into "Residential Building Lots."

2. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, not to exceed 35 feet in height and a private garage or carport for not more than two cars, one story in height. Said garages or carports shall be permitted, but shall not be required.

3. No garage or any other buildings whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions, and stipulations herein contained; and neither prior to the erection nor after the erection of the main building herein permitted on any of said lots, shall any garage or other out building be used for residential purposes.

4. 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 as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish 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 below.

5. No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 on 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 900 square feet.

6. The Architectural Control Committee is composed of (1) Ronald C. Palmer, 3457 West 4700 South, Salt Lake City, Utah, (2) Gary D. Palmer, 3755 South 3600 West, Salt Lake City, Utah, and (3) Charles R. Palmer, 3487 West 4700 South, 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.

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 no 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.

MAIL TO - 405 SOUTH MAIN  
JOHNSON-ANDERSON MORTGAGE CO.

7. No building or the covered porches or pergolas thereof shall be erected, or permitted at any point on any of said lots nearer than 25 feet nor farther than 40 feet from the front line of said lot as shown on the plat of record in the office of the County Recorder of Salt Lake County, Utah and herein above referred to, except the street side of corner lots may be reduced to 20 feet provided that the required rear yard is contained opposite the 25 foot front yard to conform with the Salt Lake County zoning ordinances.

8. No building or the covered porches or pergolas thereof shall be erected, placed or permitted at any point on any of said lots, nearer than 8 feet to the side thereof and the total width of the two required side yards shall not be less than 16 feet; except that detached garages constructed 6 feet to the rear of the main building may be placed within 1 foot of the property line.

9. No residential structure shall be erected or placed on any of said lots which lot has an area of less than 7,000 square feet.

10. 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 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.

11. All construction on residential building lots shall be of masonry or frame construction and of new materials. Also, any frame construction constructed on any lot must be covered with wood siding, asbestos siding, aluminum siding, wood or asbestos shingles, masonite, or masonite type panels.

12. No hospital or sanitarium shall be constructed or maintained on any of the lots, and no building used or occupied in the care, lodging, or entertainment of persons suffering from disease shall be maintained, kept or permitted on any lots.

13. 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.

14. 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 provided that they are not kept, bred, or maintained for any commercial purpose.

15. 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.

16. The restrictions and covenants contained in paragraphs 12, 13, 14 and 15 shall be perpetually appurtenant of said lots.

17. 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, one 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.

18. 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 lot 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.

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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.

19. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

20. It is expressly understood that said property has been platted and laid out as a choice and attractive residential district and that these covenants and restrictions are made for the benefit of the lots herein described and are to run with the land and shall inure to the benefit of and be binding on all parties or persons claiming under them until July 31, 2007, at which time such covenants and restrictions shall be automatically extended for successive periods of five years, unless by a majority vote of the then individual property owners, it is agreed to change the said covenants and restrictions in whole or part; provided however, that the restrictions contained in paragraph 9 shall be perpetually appurtenant to said lots.

21. If any person should violate or attempt to violate any of the covenants or restrictions herein contained before July 31, 2007, or such time later as may be set up by the provisions of the paragraph preceding this one, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute by proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violations.

22. Should any of the covenants or restrictions herein be held invalid or void, such invalidity or voidance of any covenants or restrictions shall not effect the rest of this instrument.

23. Any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure.

IN WITNESS WHEREOF, the undersigned have duly executed this document, the 5th day of JANUARY, 1968.

ASSOCIATED LAND DEVELOPMENT CO.

BY: Charles R. Palmer  
CHARLES R. PALMER, President

BY: Ronald C. Palmer  
RONALD C. PALMER, Vice President

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On the 5th day of January, 1968, personally appeared before me CHARLES R. PALMER and RONALD C. PALMER, who being by me duly sworn did say that he the said CHARLES R. PALMER is the President and he the said RONALD C. PALMER is the Vice President of ASSOCIATED LAND DEVELOPMENT CO. 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 CHARLES R. PALMER and said RONALD C. PALMER duly acknowledged to me that said corporation executed the same.

 My Commission Expires March 6, 1968

Elen Saxton  
NOTARY PUBLIC  
Residing in Salt Lake City, Utah