

2273887

BOOK 2723 PAGE 95

WHEN RECORDED, RETURN TO:

MR. LeR Burton  
431 South 3rd East

Recorded Salt Lake City, Utah 307

Request of JAN 16 1969

Fee Paid HAZEL TAGGART CHASE

Recorder, Salt Lake County, Utah

3.40 By Deputy

Ref.

WARRANTY DEED

GEORGE LeR BURTON and MARY E. BURTON, his wife, Grantors, of Salt Lake City, Salt Lake County, State of Utah, hereby CONVEY AND WARRANT to ALFRED HUETTER and LISA K. HUETTER, his wife, as joint tenants and not as tenants in common with full rights of survivorship, Grantees of Salt Lake City, Salt Lake County, State of Utah, for the sum of TEN DOLLARS and OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Salt Lake County, State of Utah, to-wit:

Beginning on an old fence corner at a point due South 2634.51 feet and due West 39.98 feet from the North 1/4 corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 89°58'20" West along old fence line 328.90 feet to the Easterly line of Dimple Dell Road; thence South 18°59'50" West along said Easterly line of road 237.73 feet; thence South 24°23'30" West along said Easterly line of road 290.30 feet; thence South 70°26'10" East 32.00 feet; thence South 87°50'10" East 230.00 feet; thence North 53°08'30" East 340.00 feet; thence North 63°11'50" East 210.00 feet; thence North 42°47'30" West 286.48 feet to the point of beginning.

Subject to and together with a right-of-way 4 rods wide, the centerline of which is described as follows: Beginning on the Easterly line of Dimple Dell Road at a point due South 3123.98 feet and due West 564.83 feet from the North 1/4 corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 70°26'10" East 32.00 feet; thence South 87°50'10" East 230.00 feet; thence North 53°08'30" East 340.00 feet; thence North 63°11'50" East 285.00 feet.

Grantors herein reserve a perpetual easement for all legal purposes over, under, across, and above the following described property:

Beginning on the Easterly line of Dimple Dell Road at a point due South 2942.80 feet and due West 482.67 feet from the North 1/4 corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 24°23'30" West along said Easterly line of road 123.82 feet; thence South 70°26'10" East 24.16 feet; thence South 87°50'10" East 106.81 feet; thence North 4°59' West 105.44 feet; thence North 74° West 72.00 feet to the point of beginning.

Subject to rights-of-way for ditches, canals, and power lines across said property if any there be.

Said property is conveyed subject to the following Building Restrictions and Protective Covenants which the Grantee herein accepts and covenants to observe and be bound by all said restrictions and covenants:

1. Subject property shall be used for Agriculture purposes.
2. No building shall be erected, placed, or substantially altered on any lot within said premises until the construction plans and specifications and plans showing location of the structure with respect to said lot have been approved by an Architectural Control Committee consisting of not less than 3 nor more than 5 members each of Salt Lake City, and identified now as Mr. J. Russell Scott, Mrs. Mary E. Burton and Mr. LeR Burton, with the provision that a majority of the then existing committee may from time to time increase or replace the herein designated members. Applications for approval may be made to any of the members of said committee in writing, a majority of whom may act in approving or disapproving said plans and specifications. In the event of the failure of the committee to act within ninety days after the submission of such plans and specifications by either approving or disapproving the same, the plans shall be deemed to be approved. Said Architectural Control Committee shall in considering any

application for approval specifically consider the type of materials specified for use, and the harmony of the external design and use plan with the existing structures and location with respect to topography and finished grade elevation. Size and cost of buildings to be erected on subject premises shall also require approval of the Architectural Control Committee referred to within this paragraph or their successors. Fences or walls, corrals, outbuildings or barns to be erected within any parcel of any perimeter lot line shall be considered an improvement requiring approval of the said Architectural Control Committee. No water well may be drilled on the premises for other than the parcel of land on which the well is drilled without the written permission of said Architectural Control Committee.

3. The premises shall not be used or occupied for any use which constitutes a public nuisance or for any use which is publicly noxious or offensive by reason of omission of dust, odor, gas or fumes.

4. Said premises shall at all times be kept free and clear of all debris and in a neat and orderly manner consistent with the best interests of the development of the agriculture area including the removal of weeds and unattractive growth. Removal of existing vegetation, or the topsoil, or the making of cuts or fills shall not be made and no temporary buildings shall be placed upon the subject property, nor shall any construction be moved onto the property without the written approval of the said Architectural Control Committee. No trailer, houses, nor trailer houses converted to permanent dwellings shall be placed on subject property without written approval of said committee. The property shall not be used for the raising of mink, nutria, or other offensive animals to the extent determined by said Architectural Control Committee as may adversely affect the subject property.

5. No parcel of land affected by these covenants may be further divided or subdivided without the written approval of the Architectural Control Committee, Rights-of-Way as needed for use of public utilities, irrigation water, drainage, and use of equipment in preparing and maintaining said rights of way are hereby established as may be needed in the development and best interests of developing said property or its uses as directed by the Architectural Control Committee.

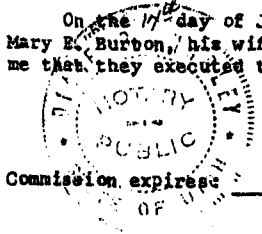
6. The restrictions herein above listed shall be binding upon any and all parties occupying or using said property or constructing or placing buildings, improvements or appurtenances thereon for a period of twenty years from January 2, 1968. Should any use be made of the above described property which is contrary to any of the provisions herein, any two members of the Architectural Control Committee shall give written notice of the existence of such defect and the party or occupants responsible for the same shall initiate immediate corrective action. If said defects or violations of this agreement are not corrected within 10 days after written notice, the Architectural Control Committee may at its option correct the defects or cause the same to be corrected and or may by appropriate legal action in any court sue for an injunction and damages, enjoining such violation or continuing violation of these restrictions and damages for any loss suffered by reason of said violation and the fee owner of the area in violation shall be assessed with the cost of correction of the defect together with all costs of enforcing collection of payment of same including attorney's fees, and said costs shall be assessable as a lien against the property involved in the offense.

WITNESS the hand of said grantors, this 14<sup>th</sup> day of January, 1969.

George LeR Burton  
Mary E. Burton

STATE OF UTAH )  
                  ) ss  
COUNTY OF SALT LAKE )

On the 14<sup>th</sup> day of January, 1969, personally appeared before me George LeR Burton and Mary E. Burton, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.



George LeR Burton  
Notary Public  
Residing at Salt Lake City, Utah