

2288008

ORDER NUMBER



130147

BOOK 2754 PAGE 600

MAY 15 1969

Recorded at 4:58 p.m.

Request of SECURITY TITLE COMPANY.

Fee Paid, HAZEL TAGGART CHASE

Recorder, Salt Lake County, Utah

\$5.00 By Deputy

Book Page Ref.

Return: Omni Enterprises, c/o Roland Wright, 351 S. State

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are owners of the following described real estate located in Salt Lake City, State of Utah, to-wit:

Lots 1 to 32, Incl., Lots 40 to 50, Incl., Lot 53, Lots 56 to 58, Incl. and Lots 85 to 88, Incl., MORTON MEADOWS SUBDIVISION PLAT A, according to the plat thereof, as recorded in the office of the County Recorder of said County.

PART B. RESIDENTIAL AREA COVENANTS

1. 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 720 square feet. Duplex dwellings and garage or carport facilities may be erected on any lot or lots if previously approved by the Architectural Control Committee and the Federal Housing Administration and conform to Salt Lake City R-2 zoning requirements. All construction to be of new materials, except used bricks may be installed if approved by the Architectural Control Committee.
2. 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 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 in Part C.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$13,000.00, 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 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 750 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.
4. Building Location.
 - (a) 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 25 feet to the front lot line, or nearer than 20 feet to any side street line.
 - (b) No building shall be located nearer than 8 feet and 12 feet to any interior lot line, except that a one-foot minimum side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located nearer than 25 feet to the rear lot line.
5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line.
6. 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

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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.

7. 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 storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, property licensed and are being regularly used.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

9. 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, 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.

10. Oil and Mining Operations. 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.

11. 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 provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises.

12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and 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.

13. 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 lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property line 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.

14. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. Each lot and all improvement for which a public authority or utility company is responsible.

15. On all corner lots carports must be placed on side of dwelling opposite the side street.

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PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of Philip B. Morton, Douglas D. Stewart and Boyd Twiggs. 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 select 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 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.

PART D. 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 forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

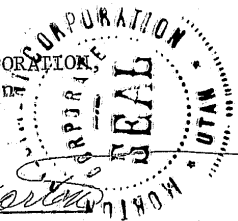
2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability. Invalidation of any one of 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.

Arathia H. Morton
Secretary

MORTON INVESTMENT CORPORATION
a Utah Corporation

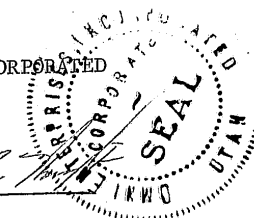
Philip B. Morton
President



Margorie M. Wright
Secretary

OMNI ENTERPRISES, INCORPORATED

Robert B. Thorne
President



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

On the 17th day of April, 1969 A.D., personally appeared before me Philip B. Morton and Dorothea W. Morton who being by me duly sworn did say, each for himself, that he, the said Philip B. Morton is the president, and she, the said Dorothea W. Morton, is the secretary of MORTON INVESTMENT 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 Philip B. Morton and Dorothea W. Morton each duly acknowledged to me that said corporation executed the same.

W. Gayle Nelson
Notary Public

My commission expires

4-21-71

My residence is

SLC, ut.

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

On the 17th day of April, 1969 A.D., personally appeared before me Roland R. Wright and Marjorie M. Wright who being by me duly sworn did say, each for himself, that he, the said Roland R. Wright is the president and she, the said Marjorie M. Wright is the secretary of OMNI ENTERPRISES, INCORPORATED, 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 Roland R. Wright and Marjorie M. Wright each duly acknowledged to me that said corporation executed the same.

W. Gayle Nelson
Notary Public

My commission expires

4-21-71

My residence is

SLC, ut.