

Recorded SEP 2 1969 at 3:33 P.M.  
 Request of CARDON ATTACH COMPANY  
 Fee Paid HAZEL L. CHASE  
 Recorder, Salt Lake County, Utah  
\$5.80 By John M. Manger Deputy  
 Ref. \_\_\_\_\_

## THE DECLARATION OF RESTRICTIVE COVENANTS

## RELATING TO MILLARD SUBDIVISION

WHEREAS, a subdivision known as "MILLARD SUBDIVISION" has been created within the Northeast quarter of the Northeast quarter ( $\text{NE}_1^4 \text{NE}_1^4$ ) of Section 28, Township 2 South, Range 1 East, of the Salt Lake Base and Meridian, in Salt Lake County, State of Utah, and a plat thereof has been recorded in the office of County Recorder of Salt Lake County, State of Utah; and WHEREAS, the owners of the various parcels of land within such subdivision desire to create restrictions and covenants affecting said lands;

Now, Therefore, in consideration of the premises and as a part of the general plan for the improvement of said Millard Subdivision, the respective owners of lands within such subdivision hereby declare the lands subject to the following blanket encumbrances and the several parts thereof, and all conveyances of said properties and portions thereof shall be subject to the following agreed restrictions and conditions which are and shall operate as covenants running with the land for the benefit of, and giving the right of enforcement to the undersigned owners, their successors and assigns and grantees, who are or shall become owners of any lot or lots within said subdivision:

A. 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 two stories in height and a private garage for not more than three automobiles.

B. 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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished 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, as provided in paragraph M.

C. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$19,000.00 based on cost levels prevailing as of July 18, 1969. It is the purpose and intention of this covenant and of the parties that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced at the minimum cost herein stated on this date 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 1,200 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

D. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line nor nearer to the side street to the front lot line nor 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 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no 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 building shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purpose 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, title to which is held by another party.

E. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than

8,000 square feet.

F. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot, except that with respect to parcels of land designated on the plat as Lots 19 and 20, no easements shall come into existence within the boundaries of either of said lots except over the east five (5) feet of Lot 19 and over the west five (5) feet of Lot 20 until or unless a home is constructed thereon, at which time easements shall come into existence over the portions of such lots 19 and 20 indicated on the recorded plat only to the extent necessary for the benefit of those two lots or for the protection of the subdivision. Within such 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 necessary 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. This restriction shall not be construed to prevent the planting of lawns, flowers and other beautifying vegetation within a easement area which does or do not obstruct or interfere with the purposes of the easements. The easement area of each lot and all improvements within each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

G. NUISANCES. No noxious or offensive activity shall be carried on within or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The same shall apply to the adjacent streets abutting on such lots.

H. TEMPORARY STRUCTURES. 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.

I. 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.

J. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying nor mining operations of any kind shall be permitted upon or within any lot, nor shall any oil wells, tanks, tunnels, mining shafts, mineral exploration operations nor mining operations be conducted on or within any lot. No derrick nor other structure designed for use in drilling for oil, natural gas or mining operations shall be erected, maintained nor permitted on any lot.

K. 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 in accordance with Board of Health regulations, provided that they shall not be kept, bred, maintained or bought and sold for commercial purposes.

L. GARBAGE AND REFUSE DISPOSAL. No lot shall be used nor maintained as a dumping ground for rubbish, garbage or trash. Trash, garbage and other waste materials shall be placed in proper sanitary containers for purposes of being hauled away in accordance with Board of Health regulations. No incinerators nor other equipment for disposal of garbage, trash and other waste material shall be used except as permitted by Salt Lake County Ordinances and Board of Health regulations.

M. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee initially is composed of B. L. Farnsworth, E. L. Farnsworth, and Kenneth R. Millard. 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 authority to designate a successor until the owners of a majority of the lots in the subdivision shall select a new committee. 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 record owners of a majority of the lots in the Millard Subdivision shall have the power through a

duly recorded written instrument to change the membership of the committee or to withdraw from the committee any powers and duties or to restore to it any powers and duties.

N. 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 any set of plans and specifications for any proposed construction submitted to such committee, unless suit shall be brought to enjoin construction by the property owners within the time allowable or written notice of intention to file suit within such 30 day period, the plans and specifications shall be deemed to have been approved if the owner or contractor shall have filed with application for building permit an affidavit stating that he believes that such plans and specifications conform to the building restrictions of the Millard Subdivision and a building permit is issued for such construction by the properly constituted authority for issuance of building permits.

O. TERM. These covenants shall run with the land and shall be binding on all property owners within the subdivision and on the grantees and successors in title to said lands for a period of forty (40) years following date hereof. These restrictive covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in said subdivision shall agree to change said covenants in whole or in part, and such instrument for changing these covenants shall be filed of record in the office of County Recorder of Salt Lake County, State of Utah.

P. ENFORCEMENT. Enforcement of these covenants shall be by legal proceedings in the District Court of Salt Lake County, State of Utah, against any person or persons violating or attempting to violate any covenant or for failure to comply with the terms and conditions of these covenants. Parties bringing action to enforce these covenants may seek judicial relief for damages and also to compel performance or to restrain violation.

Q. SEVERABILITY. If any one of these covenants shall be adjudged invalid by court order, such adjudication shall in no way invalidate the remaining provisions not covered by such judgment or decree.

WITNESS the hands of the parties this 18th day of July, 1969.

George Cullis  
George Cullis

Lloyd Howard Perkins Josephine P. Cullis  
Lloyd Howard Perkins Josephine P. Cullis

Vynola D. Perkins Laura R. Millard  
Vynola D. Perkins Laura R. Millard

Vern B. Millard  
Vern B. Millard

UTAH REALTY AND CONSTRUCTION COMPANY,  
a corporation,

By B. L. Farnsworth  
President and General Manager

STATE OF UTAH )  
: ss.  
County of Salt Lake)

On the 18th day of July, 1969, personally appeared before me George Cullis, Josephine P. Cullis, his wife, Laura R. Millard and Vern B. Millard, her husband, Lloyd Howard Perkins and Vynola D. Perkins, his wife, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah.

STATE OF UTAH )  
: ss.  
County of Salt Lake)

On the 27th day of August 1969, personally appeared before me B. L. Farnsworth, who being by me duly sworn did say that he is the President and General Manager of UTAH REALTY AND CONSTRUCTION COMPANY, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors duly adopted at a lawful meeting of said board of directors, and said B. L. Farnsworth duly acknowledged to me that said corporation executed the foregoing instrument.

  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah.