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RETURN TO ¹⁴³⁶⁵⁰ SECRETARY OF STATE
ESCROW DEPT.

DECLARATION OF BUILDING AND USE RESTRICTIONS

APR 14 1972 12:28A
Fee Paid, JER...
Recorder, Salt Lake County, Utah
By [Signature] Deputy

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 220 to 245, inclusive, MORTON MEADOWS PLAT "H", according to the plat thereof, as recorded in the office of the County Recorder of said County.

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. Lots 232, 235, 238 and 241 shall be restricted to single-family, or two-family dwellings. The remaining lots may be used for four-family dwellings.

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. 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 20 feet to the front street line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 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 building shall be located on any interior lot nearer than 25 feet to the rear lot line. Total of the two sideyards to be a minimum of 20 feet.

(c) 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.

4. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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.

5. 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, properly licensed and are being regularly used.

6. 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.

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7. 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.

8. 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 or on leash under handler's control.

9. Garbage and Refuse Disposal. 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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

10. Sight Distance at Intersection. 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 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. 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.

11. 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.

12. Landscaping. Trees, lawns, shrubs or other plantings shall be provided by the buyer and shall be properly nurtured and maintained or replaced at the owner's expense upon request of the Architectural Control Committee, such landscaping shall be subject to approval of said Architectural Control Committee.

13. 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. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 of the committee 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. The Architectural Control Committee is composed of Philip B. Morton; Robert Allred and James McCown.

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing.

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.

MORTON INVESTMENT CORPORATION,
a Utah Corporation

Philip B. Morton
Philip B. Morton, President

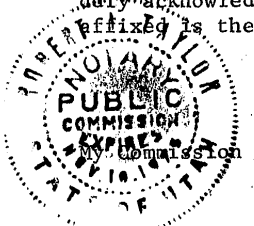
L. R. Wright
L. R. Wright, Secretary

SECURITY TITLE COMPANY, Trustee

N. Gayle Nielson
N. Gayle Nielson, Sr Vice President

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

On the 6th day of April, 1971, personally appeared before me PHILIP B. MORTON, who being by me duly sworn did say that he, the said PHILIP B. MORTON is the President of MORTON INVESTMENT CORPORATION, a Utah 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 duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Robert J. Gayle
Notary Public

My residence is Salt Lake City, Utah

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

On the 6th day of April, 1971, personally appeared before me N. GAYLE NIELSON and L. R. WRIGHT, who being by me duly sworn did say, each for himself, that he, the said N. GAYLE NIELSON, is the Senior Vice President, and she, the said L. R. WRIGHT is the Secretary of SECURITY TITLE COMPANY, Trustee, 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 the said N. GAYLE NIELSON and L. R. WRIGHT each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Robert J. Gayle
Notary Public

My residence is Salt Lake City, Utah

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