

2470750

MT. OLYMPUS COVE NO. 10
RESTRICTIVE COVENANTS

MOUNT OLYMPUS WATERS, INCORPORATED, a Utah Corporation, with its principal place of business in Salt Lake City, Salt Lake County, Utah, the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Lots 1001 through 1011 MOUNT OLYMPUS COVE NO. 10 SUBDIVISION, a subdivision of Salt Lake County, Utah, according to the official plat thereof on file and of record at the office of the Salt Lake County Recorder.

Does hereby place the hereinafter designated restrictive covenants upon all of the lots of said subdivision.

I

Lots 1001 through 1011 shall be known as "residential lots." No structure shall be erected, altered, placed or permitted to remain on any "residential lot" other than one detached single family dwelling, a private garage, a guest house and out-buildings for pets as hereinafter described.

No residential structure, nor any part thereof shall be erected, altered, placed or permitted to remain on any parcel of land containing less than an entire residential lot, unless said parcel shall have a width of least 110 feet at the front building set back line.

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of DAVID K. RICHARDS and WILLIAM C. BAILEY and other members selected by them or by their representative designated by the members of said committee. In the event of death or resignation of any members of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event all the members of said committee die or in the event the committee ceases to function then 50% of the owners of the lots in said subdivision shall have the right to elect a committee. In event said committee, or its designated representative fails to approve or disapprove such design and location 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. This committee shall have the right to vary the requirements as set forth in Section 11, but said variance shall not be valid unless obtained in writing.

Recorded JUL 18 1972 at 12:50 p.m.
Request of William C. Bailey
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 5.00 BY [Signature] Deputy
Ref. _____

Box 1415
S.L.C. 84110

BOOK 3109 PAGE 430

II

Every detached single family dwelling erected on any one of the above described residential lots shall have a minimum area above the ground of 2,000 square feet, exclusive of garages and open porches. No structure on the lower side of MATHEWS WAY shall rise more than one story above the street, and no structure on the upper side shall rise more than two stories at the 30 foot setback.

III

No outbuilding shall be erected, altered, placed or permitted to remain nearer than eight (8) feet to either side line of a lot unless no portion of said building extends nearer to the street line than sixty-five (65) feet.

The minimum side yard for any dwelling shall be ten (10) feet and the total width of the two required side yards shall be not less than twenty-four (24) feet.

IV

No residential structure shall be erected or placed on any building site, which has an area of less than 10,000 square feet.

V

No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

VI

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

VII

Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches, and maintenance. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc., over such easements, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along such easements.

VIII

No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

IX

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without approval as hereinafter set forth.

No fence, walls, or hedge over six (6) feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this section may be waived or nullified by the owners of more than fifty per cent (50) of the numbered lots within this subdivision obtained in writing.

-3-

X

No structure shall be moved onto any residential building site hereinbefore described or any part thereof unless it meets with the approval of one hundred per cent (100%) of the fee title holders of other lots in this subdivision, such approval to be given in writing.

XI

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 builder to advertise the property during construction and sales period.

XII

Oil drilling, oil development operations; refining mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these Covenants.

XIII

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.

XIV

Every lot owner shall provide a sump on his own lot to adequately handle and dispose of all rain water and snow runoff from the roof and patios of all buildings constructed on said lot and shall not allow said drain water and runoff to flow onto the street or another lot.

XV

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1997 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the building sites covered by these Covenants it is agreed to change said covenants in whole or part.

If the parties hereto, any of the, or their heirs, or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

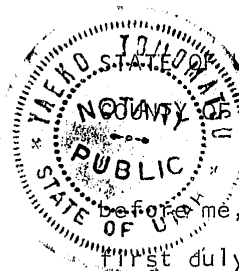
Invalidation of any one of these Covenants or any part thereof by judgements or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the following individuals as well as the officers of MOUNT OLYMPUS WATERS, INCORPORATED have hereunto subscribed their names this 17th day of July, 1972.

MOUNT OLYMPUS WATERS, INCORPORATED

by: David K. Richards
President

by: William C. Bailey
Secretary



UTAH)
COUNTY OF SALT LAKE) ss

On the 17th day of July 1972, personally appeared before me, DAVID K. RICHARDS and WILLIAM C. BAILEY, who being first duly sworn, did depose and say that DAVID K. RICHARDS is the President and WILLIAM C. BAILEY is the Secretary of MOUNT OLYMPUS WATERS, INCORPORATED and that the foregoing document was signed pursuant to resolutions of their Boards of Directors at which time a quorum was present.

IN WITNESS WHEREOF I have hereto set my hand and seal this 17th day of July, 1972.

My Commission expires:
August 13, 1974

Yvonne Tammon
Notary Public

BOOK 3109 PAGE 433