

2475261

Recorded AUG 7- 1972 at 9:316 m.
Request of Craig T. Vincent
For P-1 JERADIAN MARTIN
Recorder, Salt Lake County, Utah
\$ 4.00 By [Signature] Deputy
Ref. 1100 Boston Bldg
City 84111

RESTRICTIVE COVENANTS

J. BOYER ANDERSON and GLADYS S. ANDERSON, his wife,

TO

WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of Bee & Gee Subdivision, according to the plat of said subdivision recorded in the office of the County Recorder of Salt Lake County, State of Utah, as part of the general plan for the improvement of said property do hereby declare said property subject to the restrictions and covenants as follows, to-wit:

1. These covenants are to run with the land and shall be binding on all persons claiming under them from the date hereof until September 1, 1996, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto or any of them 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 on the above described tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. 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.

4. All above described lots in the tract shall be known and described as single residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one dwelling not to exceed one and one-half stories in height (so as to permit split-level dwellings) and a private garage.

2.

5. No building shall be erected, placed or altered on any building plot in the above described property until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures on the said property and as to location of the building with respect to topography and finished ground elevation by a committee composed of J. Boyer Anderson, Gladys S. Anderson, and, if desired by them, an additional member, who is an owner of one or more lots in said subdivision, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (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 has 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 or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after September 1, 1996. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots above described and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than thirty feet to the front lot line, or nearer than 8 feet to one side lot line and 10 feet to the other side lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections, and on corner lots street side yard to be 20 feet.

7. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 8,000 square feet or a width of less than 65 feet at the front building set-back line.

8. No animals or fowls, with the exception of household pets, shall be kept, housed or permitted to be kept or housed on any lot in said subdivision.

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

3.

10. No trailer, basement, tent, shack, barn or other out building erected in the said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, and the construction of any residence shall be completed within one year from and after construction has begun thereon.

11. The ground floor area of any dwelling permitted on any of the above described lots shall not be less than 1,400 square feet, exclusive of one story open porches and garages, provided, however, that the committee, in its discretion, may permit dwellings to be constructed on Lots numbered 1, 2 and 3 of not less than 1,300 square feet, exclusive of one story open porches and garages. Carports are not permitted. No residence shall be constructed without constructing concurrently therewith a two car garage, although such garage need not be attached.

12. An easement is reserved over the portion of each of the lots in said subdivision for utility installation and maintenance as specified on the recorded plat, and for irrigation or drainage ditches as may be designated.

13. No trash, ashes, or other refuse may be thrown or dumped on any of the above described lots.

Dated this 31 day of July, 1972.

J. Boyer Anderson

J. Boyer Anderson

Gladys S. Anderson

Gladys S. Anderson

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

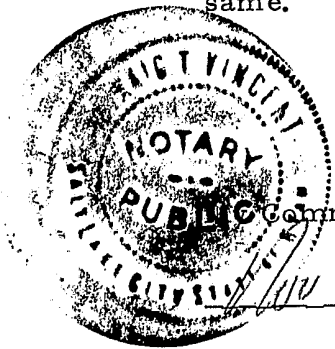
On this 31 day of July, 1972, personally appeared before me J. BOYER ANDERSON and GLADYS S. ANDERSON, his wife, the signers of the foregoing document, who duly acknowledged to me that they signed the same.

[Signature]

Notary Public
residing at Salt Lake City, Utah

BOOK 3124 PAGE

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Commission Expires: 13, 1972