

SECURITY TITLE COMPANY

RCE

Recorded MAR 13 1974 at 1158

Request of SECURITY TITLE COMPANY

Fee Paid, JERADEAN MARTIN

Recorder, Salt Lake County, Utah

\$ 40 By J. Martin Deputy

2605492

DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owner of FEDERAL HEIGHTS, PLAT "A"-SUBDIVISION, located in Salt Lake County, State of Utah, and described as follows:

BEGINNING at a point which is 15 feet north 0° 01' 57" west from the southwest corner of Lot 25, Block 4, Popperton Place Plat "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder and located in the northwest quarter of Section 33, Township 1 North, Range 1 East, Salt Lake Base & Meridian; and running thence north 0° 01' 57" west 335.00 feet; thence north 89° 58' 03" east 600.00 feet; thence south 0° 01' 57" east 335.00 feet; thence south 89° 58' 03" west 600.00 feet to the point of beginning,

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 and restrictions:

1. Lots 1 through 16 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, 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.

No building shall be erected, placed, or altered on any premise in said development until the building plans, specifications, and plot plans showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of H. M. CALVERT, ROBERT R. MURRAY and STEPHEN P. TERRY and other members selected by them or by their representatives designated by the members of said committee. In the event of death or resignation of any member 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 56% of the owners of the lots in said subdivision shall have the right to elect a committee. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location 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 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 2, but said variance shall not be valid unless obtained in writing.

2. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 1,600 square feet for a single level residence, and 1,000 square feet for each floor for a multi-level residence.

3. The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall not be less than twenty (20) feet.

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

SECURITY TITLE COMPANY

BOOK 3534 PAGE 37

5. 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 may become an annoyance or nuisance to the neighborhood.

6. No trailer, 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.

7. 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 easement, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along such easements.

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

9. 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, wall, 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 a majority of the numbered lots within this subdivision obtained in writing.

10. 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 percent (100%) of the fee title holders of other lots in this subdivision, with such approval to be given in writing.

11. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales periods.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and 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. 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 roofs and patios of all buildings constructed on said lot and shall not allow said drain water and runoff to flow onto another lot.

14. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (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 in part.

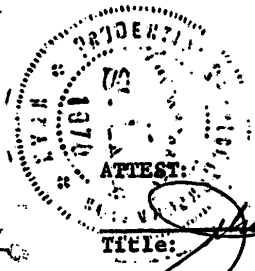
If the parties hereto, any of them, or their heirs, or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate and 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 judgments or court orders shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED at Salt Lake City, Utah, this 28th day of February, 1974.

PRUDENTIAL SERVICE CORPORATION

By *H. M. Calvert*
Title: President



ATTEST:
John B. Anderson
Title: Secretary

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

On the 28th day of February, 1974, personally appeared before me H. M. Calvert and John B. Anderson, who each having been by me duly sworn did say that he, the said H. M. Calvert is the President, and that he, the said John B. Anderson is the Secretary of PRUDENTIAL SERVICE 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 the said H. M. Calvert and the said John B. Anderson, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Thomas V. Hyde
Notary Public
Residing in Salt Lake City, Utah

My Commission Expires: 10/1/75
October 1, 1975



BOOK 3534 PAGE 39