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Recorded at request of BLACK'S TITLE & ABSTRACT CO. ORDER No. \_\_\_\_\_ Fee Paid \$ 4.00  
Date Aug. 21 - 1962 2:20 P.M. Ross B. George, Clerk, South County  
By \_\_\_\_\_ Deputy Book 35 of Records Page 318 - 326

**RESTRICTIVE AGREEMENT**

Recorded:

By

M & S ENTERPRISES, INC.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, M & S ENTERPRISES, INC. is the owner of Upland Terrace Subdivision, located:

Beginning at a point West 425.734' and North 971.709' from the South 1/4 Cor. Section 27, T. 3 S., R. 4 W., S.L.B. & M.; thence No°20'16" W 355.00'; thence N 89°31'10" E 420.00; thence No°20'16" W 5.00'; thence N 89°31'10" E 703.659'; thence South 188.898'; thence West 7.746'; thence South 75.00'; thence S 39°05'20" E 43.27'; thence S 50°54'40" W 108.889'; thence Southeasterly along a 82.791' radius curve left 7.092'; thence S 66° E 117.00'; thence S 24° W 170.00'; thence N 66° W 61.437'; thence S 24° W 170.00'; thence N 66° W 72.00'; thence Northwesterly along a 363.77' radius curve right 151.889'; thence S 50°54'40" W 165.787'; thence N 39°05'20" W 134.949'; thence S 28° W 90.677'; thence N 68° W 181.870'; thence Northerly along a 450.32' radius curve left 65.302'; thence N 66°41'06" W 416.556' to the point of beginning.

Said owner desires and intends to sell and convey the same in lots to purchasers for the purposes herein contemplated, and in order to restrict the use of said property and thereby enhance the value thereof, said owners hereby agree with all who shall purchase said property, or any party thereof, that in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects:

USE OF LAND: Each lot in said subdivision is hereby designated as a residential lot. None of said lots shall be improved, used or occupied for other than private, single family residence purposes, and no flat or apartment house shall be erected thereon. No structure shall be erected or placed on any of said lots other than a single family dwelling and a one, two or three car garage or carport. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless approved by the Architect Committee.

SET BACK OF RESIDENCES FROM FRONT AND SIDE LOT LINES: No building shall be erected on any of said lots nearer than 30 feet to the front lot line. No building shall be erected on any of the lots within the said subdivision nearer than 6 feet to any side lot line. On corner lots no structure shall be permitted nearer than 12 feet to the side street line.

SUBDIVIDING OF LOTS: No lot may be redivided or sold in pieces other than as shown on the official plat for the purpose of constructing additional dwellings thereon.

**NO TRADE OR BUSINESS PERMITTED:** No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said Plat A of the subdivision, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

**NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED:** No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot in the subdivision which shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

**RESTRICTIONS TO ANIMALS AND FOWLS:** No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said Plat A of the subdivision, except such dogs, cats and birds as are kept as household pets.

**RESERVATION OF EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE:** The right is hereby reserved in said owner, his successors or his assigns, to grant easements from time to time for the installation and maintenance of utility services above and beneath the surface along the rear and side lot lines of the lots within said subdivision and extending 5 feet in width on either side of said lot lines.

**RESTRICTIONS TO CAPACITY:** No dwelling shall be permitted on any lot in which the area of the main floor, measured and computed along the outside walls surrounding such area (exclusive of open porches, windways and garages) is less than 900 square feet, and no structure shall be moved onto any residential lot in said plat.

**RIGHT TO ENFORCE:** The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns, until the 1st day of August, 1986, on which date they shall terminate and end, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches, committed during its, his, her or their seizin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages, and the failure of the undersigned, M & S Enterprises, Inc., or owner of any of the lots in this subdivision, to enforce any of the restrictions therein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

**MEMBERSHIP:** The Architectural Control Committee is composed of M & S Enterprises, Inc. 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 full authority to designate 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 owner 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.

PROCEDURE: The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

INVALIDATION: The invalidation of any of the restrictions herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

M & S Enterprises, Inc. hereby declare and certify that all of the lots shown on said plat are held by them and shall be conveyed by them, subject to the reservations, restrictions, covenants and declarations hereinabove set forth, and all persons and corporations who own or shall hereafter acquire any interest in any of said lots shall be taken and held to agree and covenant with other owners of the lots shown on said plat and with their heirs, successors and assigns, to conform to and observe the same.

The undersigned, M & S Enterprises, Inc., may assign or convey to any person or corporation any or all of the rights, reservation and privileges herein reserved by them.

IN WITNESS WHEREOF, the undersigned, owners of the property described herein, have caused these presents to be executed this 13 day of July, 1962.

M & S ENTERPRISES, INC.

David E. Sorenson Pres

M & S Enterprises

Raymond J. Mason Sec

STATE OF UTAH )

: ss.

COUNTY OF Utah )

On the 13 day of July, 1962, personally appeared before me David E. Sorenson, the signers of the within and forgoing instrument, who duly acknowledged to me that they executed the same, in behalf of said Corporation by authority of a resolution of its Board of directors.

Betty Lou Spaling  
Notary Public

Residing at: Salt Lake City, Utah

My Commission Expires: June 20 1964