

~~2622204~~

RESTRICTIVE AGREEMENT

By **2658511**
NORTH HILLS CORPORATION

Recorded MAY 8 1974 at Sp. m.
Request of Ruth H. Cunningham
JERADEAN MARTIN, Recorder
Salt Lake County, Utah

\$ 3.00 By JMB Deputy
REF. 8-92-73-24 Miss Jones

737 Hilltop Rd
Dated June 20, 1972
84103

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, NORTH HILLS CORPORATION is the owner of Northcrest Subdivision, Amended Plat "N", situated in Salt Lake County, State of Utah, and it desires and intends to sell and convey the same to purchasers for the purposes herein contemplated, and in order to restrict the use of said property and thereby enhance the value thereof, it hereby agrees with all who shall purchase said property, or any part thereof, that in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects, to-wit:

USE OF LAND: Each lot in said subdivision is hereby designated as a residential lot, and none of the 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, and no structure shall be erected or placed on any of said lots other than a one, two or three car garage not exceeding one story in height, and one single family dwelling not to exceed one story in height; except that on Lot No. 1 a two-story dwelling may be erected, and with the further exception that on those lots where the finished ground elevation is at least one story lower on one side of the dwelling than on the opposite side, the dwelling may extend two stories above the finished ground elevation on such lower surface.

SET BACK OF RESIDENCES FROM SIDE AND FRONT LOT LINES: No building shall be erected on any of the lots within the said subdivision nearer than eight feet to any side lot line. The side line restriction shall not apply to a garage located 60 feet or more from the front lot lines, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line. No building shall be erected on any of said lots nearer than 20 feet to the front lot lines * unless a variance is granted by the Salt Lake City Board of Adjustment.

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 subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED: No trailer, mobile home, camper, basement, tent, shack, garage, barn or other outbuilding shall be moved onto, erected or stored 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: That no animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said 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 North Hills Corporation, its successors or 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 five 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, windway, and garages) is less than 1,340 square feet, and no structure shall be moved onto any residential lot in said plat.

(Continued)

--- Re-recorded to correct distance of front lot line set-back from 25 to 20 ft.

Recorded at Request of Ruth Cunningham
at 311 Fee Paid \$ 3.00
BY JMB
JERADEAN MARTIN, Recorder, Salt Lake County, Utah
Date OCT 15 1974
737 Hilltop Rd.
84103

BOOK 3702 PAGE 375

BOOK ~~2581~~ PAGE ~~379~~

LANDSCAPING AND BEAUTIFICATION OF LOT: Within one year from the date of completion of a home in this subdivision, the owner must landscape and beautify both the front and the rear yards. It further shall be his responsibility to see that the landscaping and beautifying is well cared for at all times.

RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns, until the 20th day of June, 1992, 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, but 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 seisin 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, North Hills Corporation, or owner or owners 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.

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.

The undersigned, North Hills Corporation, may by appropriate assignment, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it.

Signed: NORTH HILLS CORPORATION

By James B. Cunningham
James B. Cunningham, President

A T T E S T :

Ruth H. Cunningham
Ruth H. Cunningham, Secretary

On the 20th day of June, 1972 personally appeared before me James B. Cunningham who being by me duly sworn, says that he is the President of North Hills Corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation.

In witness whereof I have herewith set my hand and affixed my seal this 20th day of June, 1972.



Judith M. Hickman
Notary Public Judith M. Hickman
Residing in Salt Lake City, Utah

My commission expires 3-13-76

BOOK 3702 PAGE 376

BOOK 3581 PAGE 310