

RESTRICTIVE COVENANTS AGREEMENT

No. 270149
RECORDED AT THE REQUEST OF
TOOLE TITLE COMPANY
DATE MAR 16 1964
OF PAGE 53
TIME 2:30 P.M.
FEE \$
County Record

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, JAMES A. BEVAN, LUCILLE M. BEVAN, IVON R. WALL and JANICE B. WALL are the owners of Upland Terrace subdivision Plat "D", said owners desire and intend to sell and convey the same in lots to purchasers for the purposes here-in 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 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 latered on any lot near to any street that the minimum building setback line, unless approved by the Architectural Control 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.

SUBDIVIDING OF LOTS: No lot may be redivided or sold in pieces other than as shown on the official plat, so as to reduce the size of any lot in area or front footage for the purpose of constructing additional dwelling thereon, provided, however, nothing herein shall prohibit the dividing of any lot so as to increase the front footage and area of any lot or lots.

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 D 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, shack, garage, barn or other out building 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 AS TO ANIMALS AND BOWLS: No animals or fowls shall be housed, or permitted to be kept or housed on any lot or lots in said Plat "D" of the subdivision, except such dogs, cats or birds as are kept as household pets.

RESERVATION OF EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE: The right is hereby reserved in said owners, 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 a feet in width on either side of said lot lines.

T-7250

SWIMMING AND TENNIS: Notwithstanding any other provisions of this agreement upon approval of the Architectural Control Committee, the owners of any lot or lots may construct thereon a private swimming pool, tennis court or other like recreational facility in connection with his residence. The undersigned or their assigns may at their election, upon approval of the Architectural Control Committee, construct a private, restricted, or public swimming pool, tennis court or other like recreational facility on any one or more of the lots in the subdivision not otherwise occupied with a dwelling.

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.

JAMES A. BEVAN, LUCILLE M. BEVAN, IVON R. WALL AND JANICE B. WALL 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, to conform to and observe the same.

The undersigned, James A. Bevan, Lucille M. Bevan, Ivon R. Wall and Janice B. Wall, may assign or convey to any person to any person or corporation any or all of the rights, reservations 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 16th day of March, 1964.

(Signed)

James A. Bevan
Lucille M. Bevan
Ivon R. Wall
Janice B. Wall

STATE OF UTAH
COUNTY OF TOOLE ss

On the 16th day of March, 1964, personally appeared before me James A. Bevan, Lucille M. Bevan, Ivon R. Wall and Janice B. Wall, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

(Seal)

Richard H. Smith

Notary Public residing
Salt Lake City, Utah
Comm. Expires 7-13-65