

Recorded at, Request of McGHEE LAND TITLE COMPANY
at 2014 m Fee Paid \$ 400 KATIE L. DIXON, Recorder,
Salt Lake County, Utah, By Patricia Brown Dept. Date AUG 9 1976

DECLARATIONS OF BUILDING AND USE RESTRICTIONS

CHATTEL ESTATES

2843241

McGHEE LAND TITLE COMPANY
8/12/30

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS; the undersigned, being the owners of the following described real property located in Salt Lake County: All of Chattel Estates, a subdivision located in south east eleven and one half acres of section 8, T. 3S., R. 1 W. Salt Lake Base and Meridian.

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, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage and carport for not more than three vehicles. All construction to be of new materials. Buildings of new material for animals not to exceed one story may be constructed with prior approval of the Architectural Control Committee.
2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$40,000.00, including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling with attached carport, nor less than 1200 square feet for a dwelling of more than one story with attached carport, nor less than 1200 square feet for a one-story dwelling with attached double garage.
4. Building Location.
 - (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.
 - (b) No building shall be located nearer than 8 feet to any interior lot line, except that a one-foot minimum side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than 20 feet to the rear lot line.

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(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than one (1) acre, except that a dwelling may be erected or placed on all corner and cul-de-sac lots, as shown on the recorded plat, provided that the above front and side yard clearances are maintained.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities of which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Central Committee will be permitted in carports, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

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

10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that sheep, cows, horses, dogs, cats and other domestic animals may be kept and maintained provided that they are not kept, bred or maintained for any commercial purpose and are restricted to owner's premises, or on leash under handler's control. Mink, goats and pigs shall not be raised, bred or kept on any lot.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

12. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations, between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owners expense upon request of the Architectural Control Committee.

15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 of the committee shall have full authority to select 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 owners 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. The Architectural Control Committee is composed of R. Brain DeHaan, F. Ray Green and Alvin Smith.

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the 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.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to retrain violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

MC GHIE LAND TITLE COMPANY

P. J. Sullivan
President

CORPORATION ACKNOWLEDGEMENT

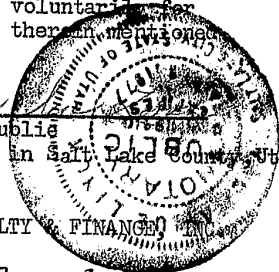
Ramona H. Sullivan
Secretary

State of Utah)
County of Salt Lake)ss

On this the 5th day of May A.D. 1976 personally appeared before me, the undersigned Notary Public in and for said state and county P. J. Sullivan and R. H. Sullivan, who after being duly sworn, acknowledged to me that P. J. Sullivan is President and Ramona H. Sullivan is Secretary of McGhie Land Title Company, a Utah corporation, and that they signed the owner's dedication freely and voluntarily for and in behalf of said corporation for the purposes there mentioned and that said corporation executed the same.

My Commission Expires May 13, 1977

[Signature]
Notary Public
Residing in Salt Lake County, Utah



MIDWEST REALTY FINANCE, INC.

F. Ray Green

CORPORATION ACKNOWLEDGEMENT

State of Utah)
County of Salt Lake)ss

On this the 5th day of May A.D., 1976, personally appeared before me, the undersigned notary public in and for said state and county, F. Ray Green, who after being duly sworn, acknowledged to me that F. Ray Green is the General Manager of Midwest Realty & Finance, Inc., a Utah corporation and that F. Ray Green signed the owner's dedication freely and voluntarily for and in behalf of said corporation for the purposes therein mentioned and that said Corporation executed the same.

My Commission Expires April 1, 1978

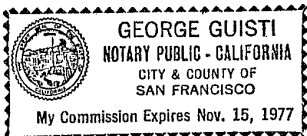
Virginia L. Harry
Notary Public
Residing in Salt Lake County, Utah

"THE KIRKHAM FAMILY REVOCABLE TRUST
DATED SEPTEMBER 26, 1974"

By Francis R. Kirkham
Francis R. Kirkham, Trustee

State of California)
city & County of San Francisco) ss

On this 8th day of June A.D., 1976, personally appeared before me, the undersigned notary public in and for said state and county, FRANCIS R. KIRKHAM, who after being duly sworn, acknowledged to me that FRANCIS R. KIRKHAM is the Trustee of "THE KIRKHAM FAMILY REVOCABLE TRUST DATED SEPTEMBER 26, 1974" and that FRANCIS R. KIRKHAM signed the owner's dedication freely and voluntarily for and in behalf of said trust for the purposes therein mentioned and that said trust executed the same.



My Commission Expires: 11-15-77

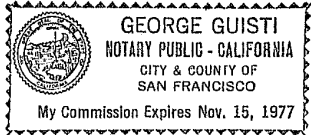
George Guisti
Notary Public
Residing in: San Francisco

"THE MARGUERITE B. KIRKHAM FAMILY
TRUST," dated April 24, 1974

By Francis R. Kirkham
Francis R. Kirkham, Trustee

State of California)
city & County of San Francisco) ss

On this 8th day of June A.D., 1976, personally appeared before me, the undersigned notary public in and for said state and county, FRANCIS R. KIRKHAM, who after being duly sworn, acknowledged to me that FRANCIS R. KIRKHAM is the Trustee of "THE MARGUERITE B. KIRKHAM FAMILY TRUST," dated April 24, 1974, and that FRANCIS R. KIRKHAM signed the owner's dedication freely and voluntarily for and in behalf of said trust for the purposes therein mentioned and that said trust executed the same.



My Commission Expires: 11-15-77

George Guisti
Notary Public
Residing in: San Francisco

LeGrand George
LE GRAND GEORGE
Merle George
MERLE GEORGE

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 4th day of August 1976 personally appeared before me, the undersigned notary public in and for said state and county, LeGrand George and Merle George, his wife, who being duly sworn, acknowledged to me that they signed the owner's dedication freely and voluntarily for the purposes therein mentioned and that they executed the same.

Virginia S. George
Notary Public

My Commission Expires: April 1, 1978 Residing in Salt Lake City, Utah

Kim George
KIM GEORGE

Cheri George
CHERI GEORGE

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 8th day of August 1976 personally appeared before me, the undersigned notary public in and for said state and county, Kim George and Cheri George, his wife, who being duly sworn, acknowledged to me that they signed the owner's dedication freely and voluntarily for the purposes therein mentioned and that they executed the same.

Virginia S. George
Notary Public

My Commission Expires April 1, 1978 Residing in Salt Lake City, Utah

Stanley H. Pierson
STANLEY H. PIERSON

Joyce S. Pierson
JOYCE S. PIERSON

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 4th day of August 1976 personally appeared before me, the undersigned notary public in and for said state and county, Stanley Pierson and Joyce S. Pierson, his wife, who being duly sworn, acknowledged to me that they signed the owner's dedication freely and voluntarily for the purposes therein mentioned and that they executed the same.

Virginia S. George
Notary Public

My Commission Expires April 1, 1978 Residing in Salt Lake City, Utah

Ralph E. Hardy
RALPH E. HARDY

Frances N. Hardy
FRANCES N. HARDY

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 4th day of August 1976 personally appeared before me, the undersigned notary public in and for said state and county, Ralph E. Hardy and Frances N. Hardy, his wife, who being duly sworn, acknowledged to me that they signed the owner's dedication freely and voluntarily for the purposes therein mentioned and that they executed the same.

Virginia S. Harrison
Notary Public

My Commission Expires April 1, 1978 Residing in Salt Lake City, Utah

Donald P. Napolis
DONALD P. NEPOLIS

Lou Napolis
LOU NEPOLIS

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 4th day of August 1976 personally appeared before me, the undersigned notary public in and for said state and county, Donald P. Napolis and Lou Napolis, his wife, who being duly sworn, acknowledged to me that they signed the owner's dedication freely and voluntarily for the purposes therein mentioned that they executed the same.

Virginia S. Harrison
Notary Public

My Commission Expires April 1, 1978 Residing in Salt Lake City, Utah

Spencer Thurgood
SPENCER THURGOOD

Lynette M. Thurgood
LYNETTE M. THURGOOD

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 9th day of August 1976 personally appeared before me, the undersigned notary public in and for said state and county, Spencer Thurgood and Lynette M. Thurgood, his wife, who being duly sworn, acknowledged to me that they signed the owner's dedication freely and voluntarily for the purposes therein mentioned and that they executed the same.

Virginia S. Harrison
Notary Public

My Commission Expires April 1, 1978 Residing in Salt Lake City, Utah

W. Earl Kenworthy
W. EARL KENWORTHY

Betty M. Kenworthy
BETTY M. KENWORTHY

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 4th day of August 1976 personally appeared before me, the undersigned notary public in and for said state and county, W. Earl Kenworthy and Betty M. Kenworthy, his wife, who being duly sworn, acknowledged to me that they signed the owner's dedication freely and voluntarily for the purposes therein mentioned and that they executed the same.

Virginia S. Harrison
Notary Public

My Commission Expires April 4, 1978 Residing in Salt Lake City, Utah

R. L. Yergensen
R. L. YERGENSEN

Elna C. Yergensen
ELNA C. YERGENSEN

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 4th day of August 1976 personally appeared before me, the undersigned notary public in and for said state and county, R. L. Yergensen and Elna C. Yergensen, his wife, who being duly sworn, acknowledged to me that they signed the owner's dedication freely and voluntarily for the purposes therein mentioned and that they executed the same.

Virginia S. Harrison
Notary Public

My Commission Expires April 4, 1978 Residing in Salt Lake City, Utah