

2907213

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owners of the following described real property located in

McHEATHER SUBDIVISION # 1

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 more than three vehicles. All construction to be of new materials.

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 \$ 28,000 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 950 square feet.

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 70 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 40 feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than 75 feet to the rear lot line.

(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 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet, 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 the 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, or which may change the direction of the 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.

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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 restrain 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 other provisions which shall remain in full force and effect.

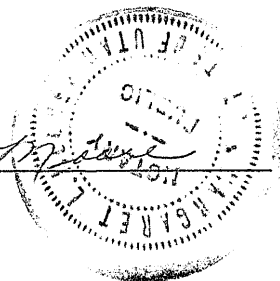
AMERICAN TIERRA CORPORATION

BY Charles C. Moore, PRESIDENT

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On this 1 day of Feb. 1977, personally appeared before me \_\_\_\_\_  
\_\_\_\_\_ the signer of the within instrument who duly acknowledged to me  
that they executed the same.

Margaret L. Warrington  
notary public



My commission expires: March 19, 1979  
Residing in Salt Lake County

Recorded **FEB 9 1977** at 8:30 a m.  
Request of Utah Title & Abstract Co.  
KATIE L. DIXON, Recorder  
Salt Lake County, Utah  
\$ 34.00 By Cheryl Warrington Deputy  
Cheryl Warrington

REF. \_\_\_\_\_