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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
GEORGE HOBBS
3873 W 7965 S
WJDN UT 84084
REC BY: DOROTHY SINFIELD, DEPUTY

AMENDED
DECLARATION OF BUILDING AND 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 the city of Salt Lake, Salt Lake County, State of Utah, to-wit:

Lots 401 to 441 inclusive, Georgetown #4 and lots 501 to 539 inclusive, Georgetown #5: according to the plat thereof, as recorded in the office of the County Recorder of said county.

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 private garage for not more than three vehicles. No home or building of any type shall be used as a model home or for an office for a Contractor, Builder, or Real Estate Broker and or agent, except upon prior written approval of the Architectural 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 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 front building setback line unless similarly approved. Approval shall be as provided in Part C.

3. Dwelling Cost, Quality and Size. No dwelling shall be

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permitted on any lot at a cost of less than \$40,000.00 exclusive of 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 main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet.

4. Building Location.

(a) No dwelling shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No dwelling shall be located nearer than 5 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the front building set back line. No dwelling shall be located on any interior lot nearer than 12 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located 7 feet or more from the rear lot line, so long as such buildings do not encroach upon any assessments.

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

5. Lot Area and Width. No dwellings shall be erected or placed on any lot having a width of less than 60 feet at the front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet, except that a dwelling may be erected or placed on all corner and caul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may 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 Committee will be permitted, unless in enclosed areas designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in
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running condition, properly licensed and are being regularly used.

7. 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. No mobile homes are permitted.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than one square foot, one sign of not more than five square feet advertising the property for sale or rent. Signs used by a Builder, Contractor, or Real Estate Broker and or Agent may be used only upon prior written consent of the Architectural Committee.

PART C. ARCHITECTURAL COMMITTEE

1. Membership. A majority of the committee may designate a representative to act for them. 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 :

George H. Hobbs Earl L. Cline Michael A. Hobbs

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. The committee, or its designated representative, shall have 30 days to approve or disapprove requests in writing before construction can start.

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 period 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 Page Three:

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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

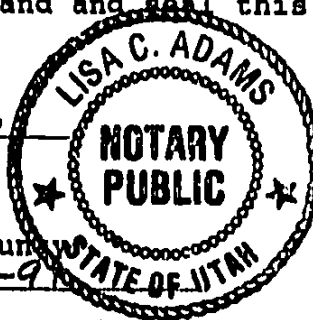
4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.


GEORGE H. HOBBS

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 14 th day of April, 1989, personally appeared before me, the undersigned Notary Public, in and for the county of Salt Lake in the State of Utah, George H. Hobbs the signer of the foregoing document, who duly acknowledged to me that he signed it freely and voluntarily. In witness whereof, I have set my hand and seal this 14 th day of April, 1989.


NOTARY PUBLIC



Residing in Salt Lake County
Commission Expires 1-9-91