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Entry No. 84907 Recorded at request of Land Title Co. 3.00
Date AUG 20 1963 at 11:30 A.M. Wayne C. Whiting Wasatch County Recorder
By Mary D. Chapman Deputy. Book 46 Page 435-6

DEDICATION OF RESTRICTIVE COVENANTS OF SWISS MOUNTAIN ESTATES, 1963.

Entry No.
Book Page
Recorded:
Dated:

ZIONS INVESTMENT CORPORATION, a corporation of Utah, with its principal place of business in Salt Lake City, Salt Lake County, State of Utah, the owner of the following described real property situated in Wasatch, County, State of Utah, to-wit:

Swiss Mountain Estates Number One, a subdivision located in the Northeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 33, Township 3 South, Range 4 East, Salt Lake Meridian, Wasatch County, State of Utah.

Does hereby place the hereinafter designated restrictive covenants upon all of said land:

(a) No building shall be created, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a committee composed of the officers of Zions Investment Corporation, to-wit: The President, Vice President, and Secretary, whomever they may be or their appointed representative. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after said place and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 2nd, 1975. Thereafter the approval described in this instrument shall be executed by the then record owners of a majority of the lots in this subdivision and fully recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(b) No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 25 feet or more from the front lot line, shall be located nearer than 25 feet to any side lot line.

(c) No noxious or offensive trade or 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.

(d) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(e) No dwelling shall be erected on any lot in the tract having a floor area exclusive of one story, open porches, and garages of less than 300 square feet.

(f) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(g) Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by a health authority.

(h) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 2nd, 1981, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(i) 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.

(Continued)

The provisions in the Amendment to the Restrictive Covenants erroneously recorded July 17th, 1963, in Book 46, Page 242, records of Salt Lake County, Utah, are incorporated into the restrictions herein contained.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 19th day of August, A.D. 1963.

Attest:)
)
Floyd G. Astin)
Floyd G. Astin Secretary.)

ZIONS INVESTMENT CORPORATION
BY: J. R. Berry
J. R. Berry President.

(Corporate Seal)

STATE OF UTAH,)
) ss
County of Salt Lake)

On the 19th day of August, A.D. 1963, personally appeared before me J. R. Berry and Floyd G. Astin who being by me duly sworn did say, each for himself, that he, the said J. R. Berry is the president, and he, the said Floyd G. Astin is the secretary of Zions Investment Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said J. R. Berry and Floyd G. Astin each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Virgil A. Dimond
Virgil A. Dimond Notary Public

My Commission expires 12-8-66 My residence Salt Lake City, Utah

