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RETURN TO SECURITY TITLE CO.
ESCROW DEPT.Recorded AUG 1 1962 at P.M.
Request of SECURITY TITLE COMPANY
Fee Paid, Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 4.00 By *Debra M. Johnson* Deputy
Book..... Page..... Ref.....

THE TERMS AND RESTRICTIONS of Amended and Extended Plat of a part of GREENFIELD VILLAGE, MAP 1962, are follows:

1. **COVENANTS AND RESTRICTIONS:** That the covenants and restrictions are to run with the land, and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore described, shall be taken and held to agree and assent with the present and future owners of said land and with his or their successors and assigns, to maintain and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period time date hereof to January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.
2. **USE OF LAND: BUILDING USE RESTRICTIONS:** No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
3. **IMPROVING: SETBACK AND FEE SPACE:** No building shall be located on any residential building plot nearer than 30 feet to the front lot line. No building except a detached garage or other outbuilding located 60 feet or more from front lot line shall be located nearer than 8 feet to any side lot line, and a total width of the 2 side yards for any one lot will be not less than 16 feet. No residential structure shall be erected or placed on any building setback line.
4. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Robert Stevenson, Sterling Johnson and Margie D. Johnson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove said design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days, after said plans 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 shall be deemed to have been 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 1, 1990. Whereafter, the approval described in this covenant shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
5. **TEMPORARY RESIDENCES PROHIBITED:** No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be at any time be used as a residence temporarily or permanently, nor shall any residence or a temporary character be permitted.
6. **NUISANCES:** No noxious or offensive trade or 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. The maximum heights on any fence shall be six feet and shall not extend beyond the front setback line.
7. **MINIMUM BUILDING:** The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than 1,000 square feet in the case of a one-story structure or less than 800 square feet in the case of a one-half or two story structure.
8. **TROUBLESHOOTING:** If the parties hereto, or any of them or their heirs or assigns shall wish to or attempt to violate any of the covenants restrictions herein before January 1, 1990, or at any time after as these restrictions and covenants remain in force and effect, the then present owners individually or collectively shall have the right to sue for and obtain injunctive or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.
9. **UTILITY EASEMENT:** An easement is reserved over the rear 5 feet of each lot for the installation and maintenance of the utilities servicing said property.

...: The violation of any one of these covenants by judgment or court order shall not vitiate the validity of any of the others provisions not declared invalid and all other provisions shall remain in full force and effect.

WITNES our hands this 5 day of June, 1962.

STERLING-HOMES, INC.

BY Sterling Johnson
STERLING JOHNSON, President

BY Margie E. Johnson
MARGIE E. JOHNSON, Secretary

STATE OF UTAH)
COUNTY OF SAFF TARE) SS

On the 5th day of June, A.D. 1962, personally appeared before me STERLING JOHNSON and MARGIE E. JOHNSON, who being by me duly sworn did say each for himself, that he, the said STERLING JOHNSON is the President, and she the said MARGIE E. JOHNSON, is the SECRETARY of STERLING HOMES, INC., a Utah Corporation, and that the within the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said STERLING JOHNSON and MARGIE E. JOHNSON each duly acknowledged to me that said corporation executed the same and that the seal affixed to the end of said corporation.

Robert L. Fisher
NOTARY PUBLIC



Notary Public Expires 3-31-66. Residing at Scott Lake City Utah

WITNES our hands this 5th day of June, 1962.

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION

BY H. M. Calvert
Vice President

BY E. B. Havnes
Assistant Secretary

STATE OF UTAH)
COUNTY OF SAFF TARE) SS

On the 5th day of June, A.D. 1962, personally appeared before me H.M. Calvert and E.B. Havnes, who being by me duly sworn did say, that he, the said H.M. Calvert is the Vice President and E.B. Havnes is the Assistant Secretary of PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION, a Utah Corporation by authority of a resolution of its Board of Directors, and said H.M. Calvert and E.B. Havnes each duly acknowledged to me that said corporation executed the same and that the seal affixed to the end of said corporation is the seal.

