

BOOK 1511 PAGE 240

1595042

Recorded JUN 10 1958 at 8:30 A.M.
Request of SECURITY TITLE COMPANY
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 3.10 By *M.A. [unclear]* Deputy
Ref.

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

Lots 1 to 45, inclusive, in LEHMAN SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single or double family dwelling not to exceed one story and one-half in height and a private garage for not more than three cars.

B. No building shall be erected, 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 location of the building with respect to topography and finished ground elevation, by a committee composed of Daniel David Lehman, August Lehman, jr, and Howard L. Lehman, 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 such 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 will 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, 1988. Thereafter 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.

C. No building shall be located on any residential building plot nearer than 25 feet to the front lot line. No building with attached garage shall be located nearer than 8 feet on one side and 8 feet on the other side of any one lot with respect to side yard lines. No building with separate garage shall be located on any lot nearer than 8 feet on one side and 12 feet on the other side of any one lot with respect to side yard lines. No building shall be located nearer than 12 feet to the street property lines of side street. No fence shall be allowed beyond the front yard set-back line of any residential lot.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 65 feet at the front building setback line.

(Continued)

E. 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.

F. 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.

G. No dwelling costing less than \$11,000.00 based upon cost levels on date of recording shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet in the case of a one-story structure nor less than 1100 square feet in the case of a one and one-half story structure.

H. An easement is reserved over the rear 5 feet of each lot for utility, drainage or irrigation installation and maintenance.

~~I. Each lot on which a sanitary sewer system shall have been constructed to serve the subdivision, a sewer disposal system shall be constructed in accordance with the requirements of the Utah State Department of Health to be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge onto any open area, except in the case of a septic absorption system, or to be disposed of in any other manner approved by the health authority by.~~

Howard L. Lehman
HOWARD L. LEHMAN

Signed Daniel David Lehman
DANIEL DAVID LEHMAN

Della May Lehman
DELLA MAY LEHMAN

Grace D. Lehman
GRACE D. LEHMAN

Boyd B. Tripp
BOYD B. TRIPP

Karla P. Tripp
KARLA P. TRIPP

STATE OF UTAH
COUNTY OF SALT LAKE

On the 13 day of May A. D., 1958, personally appeared before me, DANIEL DAVID LEHMAN and GRACE D. LEHMAN, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Walter M. [Signature]
NOTARY PUBLIC

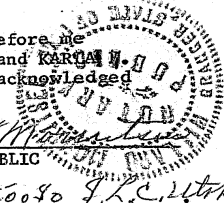


My commission expires December 11, 1961. Residing at 2764 W. 3500 S.

STATE OF UTAH
COUNTY OF SALT LAKE

On the 12 day of May A.D., 1958, personally appeared before me HOWARD L. LEHMAN and DELLA MAY LEHMAN, his wife, and BOYD B. TRIPP and KARLA P. TRIPP, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Walter M. [Signature]
NOTARY PUBLIC



My commission expires December 11, 1961 Residing at 2764 W. 3500 S. S.L.C. 24th