

2083122

BOOK 2329 PAGE 320

Recorded MAY 19 1965 at 2:02 p.m.  
Request of A. P. LAKIN, Trustee  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ 4.20 By *[Signature]* Deputy  
Ref. \_\_\_\_\_

RESTRICTIVE AGREEMENT

By

BULLOCK SUBDIVISION OWNERS

Elmer R. Bullock  
E. Lorane B. Bullock  
Hyrum H. Deters  
Renee T. Deters  
Rey M. Miles  
Elaine E. D. Miles  
Eldon G. Marshall  
Marcella R. Marshall

Dated May 17, 1965

KNOW ALL MEN BY THESE PRESENTS: That, whereas; Bullock Subdivision is owned, situated in Salt Lake City, State of Utah, and it desires and intends to sell and convey the same to purchasers for the purposes herein contemplated, and in order to restrict the use of said property and thereby enhance the value thereof, it hereby agrees with all who shall purchase said property or any part thereof, that in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects, to-wit:

USE OF LAND: Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private, single family residence purposes, and no flat or apartment house shall be erected thereon, and no structure shall be erected or placed on any of said lots other than a one, two or three car garage, not exceeding one story in height, and one single family dwelling not to exceed one story in height.

SUBDIVIDING OF LOTS: No lot may be redivided or sold in pieces other than as shown on the official plat, for the purpose of constructing additional dwellings thereon.

NO TRADE OR BUSINESS PERMITTED: No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision which may be or become an annoyance or nuisance to the neighborhood.

NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED: No trailer, basement, tent, shack, garage, barn or other out-building shall be moved onto or erected on any lot in the subdivision which shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

RESTRICTIONS TO ANIMALS AND FOWLS: That no animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said subdivision on except such dogs, cats and birds as are kept as household pets.

RESTRICTIONS TO CAPACITY: No dwelling shall be permitted on any lot in which the area of the main floor, measured and computed along the outside walls surrounding such area (exclusive of open porches, windways and garages) is less than 1200 square feet, and no structure shall be moved onto any residential lot in said plat.

FENCES AND PLANTING: No fence to be erected to protrude in front of any home, or adjoining home. No trees or other planting shall be installed or maintained which shall define any property line or which will obstruct the view or otherwise interfere with the reasonable use and enjoyment of the owners or occupants of any other lot or lots in the subdivision. The only restriction exception being the North side of Arapahoe Avenue where the fence may extend to Camarilla Circle

TREES: The following species of trees shall not be planted; 1. Box Elder, 2. Cottonwood or bud, 3. Chinese Elm, 4. Tree of Paradise.

RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction improvements thereon, but no restriction herein set forth shall be personally binding on any person, persons or corporation, except in respect of breaches committed during its, his, or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned, or the owner or owners of any of the lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed a waiver of the right to do so thereafter.

INVALIDATION OF RESTRICTIONS: The invalidation of any restriction herein contained, by judgement or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

ATTEST:

Signed: BULLOCK SUBDIVISION OWNERS

Abstract  
Notes  
Photo  
Grantee  
Indexed  
Grantor  
Platted

Elmer R. Bullock  
Elmer R. Bullock  
E. Lorene B. Bullock  
E. Lorene B. Bullock  
Hyrum H. Deters  
Hyrum H. Deters  
Renee T. Deters  
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Rey M. Miles  
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Elaine E. D. Miles  
Elaine E. D. Miles  
Eldon G. Marshall  
Eldon G. Marshall  
Marcella R. Marshall  
Marcella R. Marshall

STATE OF UTAH )  
( SS.  
COUNTY OF SALT LAKE )

On this 18th day of May, A.D. 1965, personally appeared before me Elmer R. Bullock and E. Lorene B. Bullock, his wife; Hyrum H. Deters and Renee T. Deters, his wife; Rey M. Miles and Elaine E. D. Miles, his wife; Eldon G. Marshall and Marcella R. Marshall, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission Expires

Margaret M. Howes  
Notary Public, Margaret M. Howes

Sept. 18th, 1967

Residing at Salt Lake County, Utah

