

Recorded Jul 17 1964 at 7:46 P m. Request of JOHNSON ANDERSON MORTGAGE CO

FEE PAID HAZEL TAGGART CHASE RECORDER, SALT LAKE COUNTY, UTAH

2014546

§ 400 By [Signature] Deputy Ret _____

BOOK 2215 PAGE 13

DECLARATION OF BUILDING AND USE RESTRICTIONS

-TO-

WHOM IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all the property and premises situated in Salt Lake County, Utah, and described as follows:

CHERRYWOOD VILLAGE #1, a subdivision in Salt Lake County, Utah according to the plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah as Entry No. 2014291, in Book BB of Plats, page 59, thereof, and does hereby establish the nature of the use and enjoyment of all lots in said subdivision and that all conveyances of these lots shall be made subject to the following conditions, restrictions, and stipulations:

1. 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 newly constructed detached single-family dwelling not to exceed two stories in height with or without a private garage or carport for not more than two cars.
2. No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.
3. No building 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.
4. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
5. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
6. No dwelling shall be erected or placed on any lot having an area of less than 6,500 square feet, except that residences can be built on all corner or cul-de-sac lots or platted on the recorded plat.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company is responsible.
8. 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 is permitted in carports, except in enclosed areas designed for the purpose.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

DECLARATION OF BUILDING AND
USE RESTRICTIONS - Continued
Entry No.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other pets normally considered as household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. 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 Control 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 minimum building setback line unless similarly approved. The Architectural Control Committee is composed of (1) William P. Alexander, 2754 East 4510 South, Salt Lake City, Utah, (2) Sophie F. Alexander, 2754 East 4510 South, Salt Lake City, Utah, and (3) Alvin I. Smith, Deseret Building, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate 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 committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Invalidity 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.

IN WITNESS WHEREOF, the undersigned have duly executed this document, the 17th day of July, 1964, containing three pages.

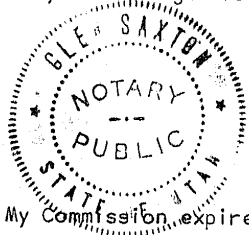
A & S DEVELOPMENT, INC.


William P. Alexander, President

DECLARATION OF BUILDING AND
USE RESTRICTIONS - Continued
Entry No.

STATE OF UTAH
COUNTY OF SALT LAKE } ss.

On the 17th day of July, 1964, personally appeared before me WILLIAM P. ALEXANDER, who being by me duly sworn did say that he is the President of A & S Development, Inc. 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 WILLIAM P. ALEXANDER duly acknowledged to me that said corporation executed the same.



William P. Alexander

Notary Public

My Commission expires March 6, 1968 My Residence is Salt Lake City, Utah

Platted

Grantor

Grantee

Abstract

Notes

3117

1907

1907

1907

