

1827211

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR KERRYVILLE ACRES

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are owners of the following described real estate situated in Salt Lake County, State of Utah, to-wit:

Lots 1 to 40 both inclusive, of Kerryville Acres No. 1, according to the plat thereof recorded in the office of the County Recorder of said County;

and are desirous of erecting restrictions and covenants affecting said property.

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

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1st, 1992, 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.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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.

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 dwelling not to exceed one and one-half stories 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 buildings with respect to topography and finished ground elevation, by a committee composed of Ben O. Christensen and James Walter Amstoy, or by a representative designated by a member 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 designation 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 designs and location within 60 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 February 1st, 1962. 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 recorded owners of a majority of the lots in this subdivision and duly recorded appoint 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, nearer than 8 feet to any side lot line, or nearer than 20 feet to any side street line. In the case of an attached garage, it shall be no nearer than 20 feet to any side street line or nearer than 8 feet to any side lot line. No detached garage shall be nearer than 45 feet to any front lot line, nearer than 20 feet to any side street line, or nearer than 2 feet to any side or rear lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 Sq. Ft. or any width of less than 63 feet at the front building set-back line.

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 be at any time used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

G. No building shall be erected or moved onto any building plot which does not conform to the general architecture of the subdivision.

H. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet in the case of a one-story, one-family structure; nor less than 700 square feet in the case of a one and one-half story, one-family structure.

I. Easements are reserved, as shown, on the recorded plot for utility and/or drainage installation and maintenance.

J. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line.

Executed at Salt Lake City, Utah, this 2nd day of February, 1962.

Jan Christensen

James Walter Amestoy

STATE OF UTAH )  
                  ) : ss.  
COUNTY OF SALT LAKE )

On the 2nd day of February, A.D., 1962, personally appeared before me the undersigned Notary Public, in and for the said County of Salt Lake, in said State of Utah, the signers of the above instrument, in number, who duly acknowledged to me that they signed it freely and voluntarily and for uses and purposes therein mentioned.

My Commission Expires:  
March 31, 1962

Robert S. Miller  
NOTARY PUBLIC  
Residing in Salt Lake County.