

1696657

RETURN TO - SECURITY TITLE CO.

BOOK 1681 PAGE 418

ATTN: _____

Recorded JAN 19 1960 at 1137 P.

R E S T R I C T I O N S

Request of SECURITY TITLE COMPANY

Fee Paid, Nellie M. Jack,

Recorder, Salt Lake County, Utah

\$ 3.00 By F. Auselma Deputy
Ref. _____

KNOW ALL MEN BY THESE PRESENTS:

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

All of Lots 1 to 28 inclusive, RANCHO VILLA #1

and 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.

General Provisions

A-1 TERM. 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 twenty-five 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.

A-2 ENFORCEMENT. 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.

A-3 SEVERABILITY. Invalidation of any one 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.

Residential Area Covenants

B-1 LAND USE AND BUILDING TYPE. 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 plots other than one detached single-family dwelling or one duplex, not to exceed one story in height and a private garage for not more than two cars.

B-2 ARCHITECTURAL CONTROL. 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 buildings have been approved in writing as to quality of materials and workmanship 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 H. S. Barrington, R. G. Willie and C. W. Carlow, 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 us, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and the 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, 1984. 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.

B-3 BUILDING LOCATION. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other out-building located 60 feet or more from the front line, shall be located nearer than 8 feet to any side lot line. No residence shall be erected on any lot farther than 45 feet from the front lot line.

B-4 LOT AREA AND WIDTH. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building setback line.

B-5 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 become an annoyance or nuisance to the neighborhood.

B-6 ANIMALS AND PETS. No animals or fowl shall be kept or maintained on any building plot, except animals or fowl ordinarily permitted in the house and kept for company or pleasure, such as dogs, cats and canaries, but not including a sufficient number to constitute a nuisance; and no barn, stable, coop, pen or corral shall be erected or placed on any building plot.

B-7 TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on 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.

B-8 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 1600 square feet for a duplex.

B-9 EASEMENTS. 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.

B-10 FENCES. No fence or wall may be constructed on any lot nearer the street line than the front line of the dwelling.

WITNESS OUR HANDS this Day of 1960.

H. S. Barrington
Lucile L. Barrington

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the day of A.D., 1960, personally appeared before me H. S. Barrington and Lucile L. Barrington, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public
Residing in Salt Lake City, Utah

My Commission expires _____