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BOOK 2210 PAGE 280

Recorded at Request of Soter's, Inc. JUL 30 1964
at 1238 P Fee Paid \$ 5.00 HAZEL TAGGART CHASE, Recorder Salt Lake County
By Lee Goddard Dep. Date

1414 South 6 West St.

RESTRICTIVE COVENANTS
of
OAKCREEK ESTATES NO. 1

THIS INDENTURE made and executed this 30 day of July, 1964.

WITNESSETH:

WHEREAS, Soter's, Inc., a Utah corporation, is the owner of certain real property situated in Salt Lake County, State of Utah, which is more particularly described as follows:

All of Lots 1-44 inclusive OAKCREEK ESTATES NO. 1 being located in the Northeast Quarter, Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian, as shown by the Official Plat thereof recorded in the Salt Lake County Recorder's office on the 30 day of July, 1964, as Entry No. 2017224

WHEREAS, the undersigned owner of the hereinabove described tract of land desires to subject said property to certain restrictive covenants as a general plan for use, occupancy, and improvement of same.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter contained, the following restrictions are hereby created and declared to be covenants running with the title and land hereinabove described and each and every part thereof and the undersigned owner hereby declares that the aforesaid land above referred to is to be held and conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

(1) GENERAL PURPOSES OF RESTRICTIONS: To insure the best use and the most appropriate development in the improvement of each building lot thereof; to protect the owners of building lots against such improper use of surrounding lots as may depreciate the value of their property; to preserve, as far as practicable, the natural beauty of said lots; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes to insure the highest and best development of said lots; to encourage and secure the erection of attractive homes thereon with appropriate locations on said lots; to prevent haphazard and inharmonious improvements of building lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvements on said lots and thereby to enhance the value of the investments made by purchasers of said lots.

(2) PERSONS BOUND BY THESE RESTRICTIONS: That all covenants and restrictions herein stated and set forth shall run with the land and all persons, partnerships, and corporations, who now own or shall hereafter acquire any interest in any of the land hereinabove described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and construction of residences and improvements thereon for a period of twenty-five (25) years

DAHL AND SAGERS
ATTORNEYS AT LAW
17 EAST CENTER STREET
MIDVALE, UTAH

from date these covenants are recorded at which time said covenants and restrictions shall be automatically extended for a successive period of 10 years unless, by a vote of a majority of the then owners of said lots and land, it is agreed to change said covenants in whole or in part.

(3) USE OF LAND: That none of the land or fraction thereof shall be improved, used, or occupied for other than residential purposes. No lot shall be divided into smaller lots or conveyed or encumbered in any less than the full original dimensions as shown on the recorded plat, except for utility easements, or other required easements, without the express prior written consent of the committee. No lot shall be conveyed in whole or in part for right of way purposes for ingress or egress to other lands without the express prior written consent of the committee. That each and every lot platted and designated as such in the plat of said subdivision shall be held, owned, and considered as a separate residential lot and no structure shall be erected, altered, placed, or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three automobiles.

(4) REVIEW OF PLANS AND SPECIFICATIONS AND ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot in the above described subdivision until the building plans, specifications, and plot plan showing the location of the structure shall have been approved in writing by the control committee as to conformity of external design and existing structures in the said property and as to location with respect to topography and finished grade elevation. A complete set of plans shall remain with the committee during the entire construction period and shall be returned to the owner upon the completion of the residence. The architectural control committee is composed of three members, namely: Sam F. Soter, John E. Kay, and James S. Simos, all of Salt Lake County, State of Utah. A majority of the committee may designate a representative of the committee to act for it. In the event of the death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. In the event of resignation, removal or inability of all of the members of said committee so to act, successors may be appointed by a vote of the majority of the owners of the property of said subdivision. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The committee shall, however, have the authority to employ the services of an architect as consultant and to charge a sum not exceeding \$30.00 for each set of plans and specifications submitted to it for approval to defray the fees of the consultant.

The committee or its representative shall approve or disapprove the plans and specifications submitted to it within thirty (30) days from receipt thereof 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.

That neither any of the undersigned nor said architectural committee or any representative thereof shall be responsible for structural or other defects of any kind or nature whatsoever in said plans or specifications nor in any building or other structure erected in accordance therewith.

The powers and duties of such committee and of its designated representative shall cease on or after 25 years from date of recording of these restrictions. Thereafter, the approval described in these covenants 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 said subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised and delegated to said committee.

The committee shall have the power in individual cases to grant a waiver of compliance with any of the covenants, conditions, or restrictions contained herein in order to prevent undue hardship; provided, however, that if any waiver is given it shall be reduced to writing and signed by the members of the committee.

(5) **MINIMUM BUILDING COSTS:** The undersigned reserves the right for itself, its successors and assigns to establish minimum figures for the cost per square foot of floor area, and minimum figures for the floor area in square feet, of any dwelling to be erected on any of said lots; and to specify said minimum in contracts and deeds to any or all of said lots. These minimum costs per square foot floor area may also be set from time to time by the Committee.

(6) **MEASUREMENTS:** The architectural control committee shall have complete authority in establishing setbacks, side yards, front lot lines, underhangs, overhangs, eaves, steps, porches, etc. pertaining to each and every residence, accessory building and garage. However, the construction of any residence, accessory building, or garage shall not be in violation of any ordinance.

(7) **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. However, the undersigned reserves the right to establish easements over or under the surface, or both, as may be required for the installation and maintenance of electric lines, telephone lines, water (domestic and irrigation), sewer (storm and sanitation), gas lines, and other public utilities together with any other accesses required with a right to assign said 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 authority or utility company is responsible.

(8) **NUISANCES:** No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot excepting household pets, however, no more than one dog and one cat may be kept by one family and provided further that they are not kept for breeding or maintained for commercial purposes. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or public or private nuisance to the neighborhood.

No lot shall be used or maintained as a dumping ground for refuse. Trash, garbage, or other waste materials shall be kept in sanitary containers. All incinerators or equipment for the trash and disposal of such material shall be kept in a clean and sanitary condition.

(9) **FENCES:** The maximum height of any fence shall be 6 feet and shall not extend beyond the front setback of the dwelling provided, however, that the control committee shall have power to grant variances for retaining walls to extend beyond the front setback line.

(10) **TEMPORARY STRUCTURES:** No trailer, basement, tent, shack, garage or other out-building erected in, upon, or about any of said residential lots or any part thereof shall at any time be used as a residence, temporarily or

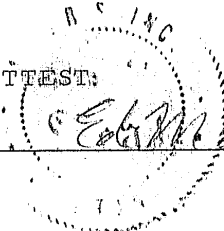
permanently, nor shall any structure of a temporary character be used as a residence. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named.

(11) BILLBOARDS AND ADVERTISING PROHIBITED: No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots in said subdivision, or parts or portions of said residential lots, except that a single sign, no more than 2 by 2 1/2 feet in size, advertising a specific lot or house for sale or rent, may be displayed on the premises or lot being so advertised provided, however, that advertising signs by builders and the subdivider will be allowed during periods of construction and development.

(12) VIOLATIONS, DAMAGES, AND SAVING CLAUSE: 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 violations or to recover damages.

Invalidation of any one of the covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain fully in force and effect.

IN WITNESS WHEREOF, the party has hereunto signed its name the day and year first above written.

ATTEST:

Edward M. Gilbert
Secretary

SOTER'S, INC.
By Sam F. Soter
Sam F. Soter, President

STATE OF UTAH)
County of Salt Lake) ss.

On the 30th day of July, 1964, personally appeared before me SAM F. SOTER and EDWARD M. GILBERT, who being by me duly sworn did say, each for himself, that he, the said SAM F. SOTER is the president, and he, the said EDWARD M. GILBERT, is the secretary of SOTER'S, INC., and that the within and foregoing Restrictive Covenants were signed in behalf of said corporation by authority of a resolution of its board of directors and said SAM F. SOTER and EDWARD M. GILBERT each duly acknowledged to me that said corporation executed the same and the seal affixed is the seal of said corporation.

George H. Brown
NOTARY PUBLIC

My commission expires:
November 23, 1967

Residing at:
Midvale, Utah
