

Recorded APR 20 1965 at 11:43 A.M.
 Request of Model Homes, Inc.
 Fee Paid HAZEL TAGGART CHASE
 Recorder, Salt Lake County, Utah
 \$ 4.00 By J. K. [Signature] Deputy
 Ref. 1205 Wilmington Ave

2076143

RESTRICTIVE COVENANTS FOR JORDAN VILLAGE NO. 4 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the following described property in Salt Lake County, State of Utah, to-wit:

All of Lots 401 to 431, both inclusive, of JORDAN VILLAGE NO. 4 SUBDIVISION, a subdivision located in the East 1/2 of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof,

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

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

1. **LAND USE AND BUILDING TYPE:** 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 detached single-family dwelling not to exceed one and one-half stories in height and a private garage or carport for not more than three cars.
2. **ARCHITECTURAL CONTROL:** 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 finished 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. Approval shall be as provided in No. 13.
3. **DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$9,950.00, including lot, 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 800 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one story.
4. **BUILDING LOCATION:** (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines to be shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to any side street line, except that on corner lots the setback lines shall be 30 feet and 20 feet respectively.
 (b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required of more than 1 foot for a detached garage or other permitted accessory building located 60 feet back from the front lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
 (c) 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.
5. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 62 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
6. **EASEMENTS:** Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. 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. 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.
7. **NUISANCES:** 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.

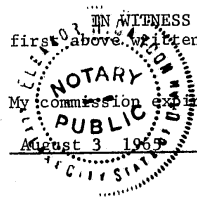
(Continued)

On the 20th day of April, A. D., 1965, personally appeared before me ELBERT G. ADAMSON, who being by me duly sworn did say that he is the President of MODEL HOME, INC., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its Board of Directors, as the case may be, and the said ELBERT G. ADAMSON, President, acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year first above written.

My commission expires:

August 3 1967



Elbert G. Adamson
Notary Public

Residing at Salt Lake County, State of Utah