

Recorded FEB 6 1959 at 4:18 P.M.  
Request of CRUS. BRAS. COV. &  
Fee Paid, Nellie M. Jack,  
Recorder, Salt Lake County, Utah  
\$ 3.40 By *[Signature]* Deputy  
Ref. *Mail to 402 So. STATE*

166315

BUILDING RESTRICTIONS

ELAINE GARDEN NO. 2

A Subdivision of Salt Lake County, Utah

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners of the following described real property in Salt Lake County, Utah:

All of Lots 201 through 241 inclusive in Elaine Garden No. 2 Subdivision, according to the official plat on file in the office of the County Recorder.

hereby DECLARE that all and each of said lots above described shall be subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS and COVENANTS hereinafter set forth.

(a)

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 one-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

(b)

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plans 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 structure, and as to location with respect to topography and finish grade elevation.

(c)

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

(d)

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. 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 4.5 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenants, 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.

(e)

No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

(f)

Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat over the rear five feet of each lot.

(g)

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.

(h)

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. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinafter named, such approval to be given in writing.

(i)

No signs, billboards or advertising structure may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

(j)

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

(k)

No building shall be erected, placed or altered on any residential lot 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 building with respect to topography and finished ground elevation, by a committee composed of any two of the following: Thomas Crus, Anthony M. Crus and John Crus, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any of the members 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, and said remaining members, and the remaining members of any successor committee, shall also have authority to fill any vacancy at any time on said committee or any successor committee. 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 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 duly 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 its designated representative shall cease on and after January 1st, 1967. 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.

(l)

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.

(m)

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

(n)

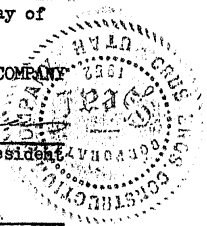
Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners of the property described herein have caused these presents to be executed this 22nd day of January A.D., 1959.

CRUS BROTHERS CONSTRUCTION COMPANY

By Thomas Crus President

By John Crus Secretary



STATE OF UTAH )  
County of Salt Lake ) SS

On the 22nd day of January 1959, personally appeared before me Thomas Crus and John Crus who being by me duly sworn did say, each for himself, that he, the said Thomas Crus is the President, and he, the said John Crus is the Secretary of Crus Brothers Construction Company, 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 Thomas Crus and John Crus each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

P. J. Sullivan  
Notary Public



My Commission expires 4-15-60 My residence is Salt Lake City, Utah

1928

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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.

(m)

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

(n)

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

IN WITNESS WHEREOF, the undersigned owners of the property described  
herein have caused these presents to be executed this 22nd day of  
January A.D., 1928.

GRUBS BROTHERS CONSTRUCTION COMPANY

By \_\_\_\_\_  
President

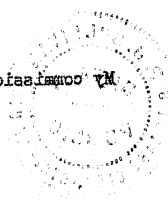
By \_\_\_\_\_  
Secretary

STATE OF UTAH )  
County of Salt Lake ) ss

On the 22nd day of January 1928, personally appeared before me Thomas  
Grubbs and John Grubbs who being by me duly sworn did say, each for  
himself, that he, the said Thomas Grubbs is the President, and he,  
the said John Grubbs is the Secretary of Grubbs Brothers Construction  
Company, 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 Thomas Grubbs and John Grubbs each duly  
acknowledged to me that said corporation executed the same and that  
the seal affixed is the seal of said corporation.

Notary Public

My commission expires \_\_\_\_\_ at \_\_\_\_\_ residence is \_\_\_\_\_



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