

1437727

CERTIFICATE OF USE RESTRICTIONS

LA VETA PARK SUB.

Salt Lake County, Utah

WHEREAS, the undersigned, Layton Harris and Pearl A. Harris, his wife, of Salt Lake City, Utah

Are owners of a certain parcel of real property situate in Salt Lake County, State of Utah, and described and platted as:

Commencing at a point 1201.1 S. 0°12'37" E. from the Center of Section 28, T 1 S., R. 1 E., S. L. B. & M. running thence East 377.19, thence North 115.5 thence East 406.56 thence South, 269.6 thence thence West 783.185, thence N. 0°12'37" W. 154.1 to point of beginning.

And recorded in the office of the County Recorder of Salt Lake County, State of Utah. July -9th. 1955, in Book "P" Plats page 56, Instrument # 1435722 .

AND WHEREAS, the undersigned owners are about to sell the Lots within said LA VETA PARK SUBDIVISION and, in order to establish and preserve a general building plan and certain described standards for the benefit and protection of the several purchasers and owners of Lots therein,.

NOW THEREFORE, the undersigned do hereby certify and declare that each and all of the Lots within said subdivision, shall, upon conveyance thereof by the undersigned, be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns, subject to the following restrictions, conditions and covenants, to wit;

- 1- All of said restrictions, conditions covenants and agreements shall be made for the direct and mutual and reciprocal benefits of each and every Lot shown on said recorded map and shall be intended to create mutual and equitable servitudes upon each of said Lots in favor of each other lot shown on said map, and to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall as to the owners of each lot in said tract, their heirs successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.
- 2- All buildings and improvements placed upon any of the said Lots in said subdivision shall conform with, and be governed, as to minimum requirements, with the applicable conditions and requirements of Residential Zone Residential "A" as defined and set forth in the Zoning Ordinance of Salt Lake County, State of Utah which applicable conditions and requirements are hereby a part of these covenants.
- 3- No residential building shall be erected upon any of said Lots which shall have an floor area of less than 1000 square feet, exclusive of garage. No residential building shall be more than one story in height, except that split-level houses will be permitted. Buildings shall be designed for One and Two Family Occupancy

4. The minimum "set back" from the front property line to the nearest point of any building (except to an open porch) shall be 30 feet and if a greater distance has been established along a street by previous owners, the new building shall have a "set back" not less than the average of said previously built houses.
5. Said premises shall be used for private residence purposes only; and no structures of any kind shall be moved from any other place upon said premises.
6. No animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots.
7. No rubbish shall be stored or allowed to accumulate thereon.
8. Such easements and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property, for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits poles, wire and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services sewage and other things for convenience to the owners of lots in said tract, as may be shown on said map and the undersigned, its successors and assigns, shall have the right to reserve any further necessary easements for said purpose in contracts and deeds, to any or all of the lots shown on said map. no structure of any kind shall be erected over any of such easements, except upon written permission of the undersigned, their successors or assigns.
9. None of the said lots may be resubdivided except, that any owner may at his option, deed a portion of the width of his lot to a neighbor, provided that the remaining land shall meet the minimum requirements of Residential Zone "A" as to frontage and area.
10. No fence or wall or hedge over six feet in height shall be erected or grown at any place upon said premises; nor shall any tree or shrub be planted and allowed to grow in such manner as to impair or obstruct the view from an other lot.
11. These covenants are to run with the land and shall be binding on all grantees and all persons claiming under them until January 1, 1975, at which time said covenants shall automatically be extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part
12. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in Equity against the 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 agrees to pay reasonable attorney's fees for the plaintiff's attorney as may be fixed by the court.

13. All purchasers of property shown on said map shall, by acceptance of contracts or deeds for any lots shown thereon, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

14. It is expressly agreed that in event any covenant or condition or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

(sgd) Layton Harris  
(sgd) Pearl A. Harris

STATE OF UTAH )  
County of Salt Lake ) ss

On the 21st day of July 1955, Personally appeared before me, Layton Harris, and Pearl A. Harris, his wife the signers of the above foregoing instruments who duly acknowledged to me that they executed the same.



My Commission expires Aug 14 1957 (Sgd) Roy Walker  
Notary Public  
Residing at Salt Lake City, Utah

STATE OF UTAH )  
County Of Salt Lake ) ss  
Filed for record and recorded this \_\_\_ day of \_\_\_ 1955 at  
\_\_\_ O'clock ~~PM~~ Book \_\_\_ of L & L, Page \_\_\_, Instrument No. \_\_\_



(sgd) \_\_\_\_\_  
County Recorder

\* 3 -

Recorded JUL 21 1955 at 11:37 a.m.  
Request of LAYTON HARRIS  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 4.00 By AMMenden Deputy  
Book 220 Page 98 Ref. \_\_\_\_\_  
1719 So. MAIN

Flatted } \_\_\_\_\_  
          } \_\_\_\_\_  
Indexed } Grantor \_\_\_\_\_  
          } Grantee \_\_\_\_\_  
Photo    \_\_\_\_\_

Abstract \_\_\_\_\_ Notes \_\_\_\_\_