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RETURN TO - SECURITY TITLE CO.

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Request of SECURITY TITLE COMEANY
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RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

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

All Lots in LAURELWOOD ESTATES, a subdivision, according to the official plat thereof, recorded in the office of the County Recorder of said County.

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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 1, 1990, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any 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.

A. 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 plot other than one detached single dwelling not to exceed one and one-half stories in heights and a private garage for not more than three cars.

B. 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 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 ERWIN BOHEN, EVELIN B. BOHEN and HARVEY PENNEY, or a representative designated and authorized by both of them. In the event of death or resignation of any member of said committee, the remaining member, shall have full authority 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 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 March 1, 1990. 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.

(Continued)

Page #2 - LAURELWOOD ESTATES - Continued

- C. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nearer than 8 feet to any side lot line, or a total of 18 feet on the 2 side yards, except in the case of an attached carport or attached garage a total of 16 feet on the 2 side yards, or nearer than 20 feet to any side street line. In the case of an attached garage, it shall be no nearer than 20 feet to any side street line or nearer than 8 feet to any side of lot line. No detached garage shall be nearer than 45 feet to any front lot line, nearer than 8 feet to any side street line, or nearer than 2 feet to any side or rear lot line.
- D. 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 nuisance to the neighborhood. The maximum heights on any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front setback line.
- E. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in 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.
- F. No building shall be erected or moved onto any building plot which does not conform to the general architecture of the subdivision.
- G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1300 square feet in the case of one-story one-family structure.
- H. An easement is reserved as shown on the recorded plat for utility installation and maintenance.

WITNESS our hands this /7 4 day of February, 1960, A.D.

PROGRESSIVE DEVELOPMENT CORPORATION

BY Cruin & Bollen
FRWIN BOHEN, President

STATE OF UTAH

COUNTY OF SALT LAKE

On the day of February A.D. 1960 personally appeared before me

ERWIN BOHEN and EVELYN B. BOHEN who being by me duly sworn did say, each for himself,

that he, the said ERWIN BOHEN is the President, and she, the said EVELYN B. BOHEN is the Secretary of PROGRESSIVE DEVELOPMENT CORPORATION 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 ERWIN BOHEN and EVELYN B. BOHEN each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

NOTARY PU

My commission expires 4-2/-63. Residing at Salt Lake City, Utah.