

3181372

TRANS-WEST VILLAGE  
RESTRICTIVE COVENANTS

TRANS-WEST PROPERTIES INC., a Utah Corporation with its principal place of business in Midvale, Salt Lake County, State of Utah, the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Lots 301 through 344 Trans-West Village Subdivision, a sub-division of Salt Lake County, State of Utah, according to the official plat thereof on file and of record at the office of the Salt Lake County Recorder.

Does hereby place the hereinafter designated restrictive covenants upon all of the lots described above.

I

Lots 301 through 344 shall be known as "residential lots". No structure shall be erected, altered, placed or permitted to remain on any "residential lot" other than one detached single family dwelling, a private garage, a guest house and out-buildings for pets hereinafter described.

No residential structure, nor any part thereof shall be erected, altered, placed or permitted to remain on any parcel of land containing less than an entire residential lot unless said parcel shall have a width of at least 105 feet at the front building set back line.

No building shall be erected, placed or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of Robert H. Van Komen and other members selected by him or by a representative designated by the members of said committee. In the event of death or resignation of any members of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event all the members of said committee die or in the event the committee cease to function, then 50 per cent of the owners of the lots in said subdivision shall have the right to elect a committee. In the event said committee, or its designated representative fails to approve or disapprove such design and location 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 have 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. This committee shall have the right to vary the requirements as set forth in Section II, but said variance shall not be valid unless obtained in writing.

II

Every detached single family dwelling erected on lots 318 through 329 of the above described residential lots shall have a minimum area above the ground of 1200 square feet, exclusive of garages and open porches. Lots 301 through 317 and lots 330 through 344 of the above described residential lots shall have a minimum area above the ground of 1400 square feet, exclusive of garages and open porches. No two-story structures shall be built on any lot without the express consent of the architectural committee.

Said consent shall be granted only where it is deemed by the architectural committee that the second story shall not adversely affect the view of the city or mountains from the other lots.

III

No outbuilding shall be erected, altered, placed or permitted to remain nearer than eight (8) feet to either side line of a lot unless no portion of said building extends nearer to the street line than sixty-five (65) feet.

The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall be not less than eighteen (18) feet.

IV

No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

V

No trailer, basement, tent, shack, garage, barn or other out-building erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

VI

Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches, and maintenance. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc., over such easements, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along easements.

VII

No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

VIII

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without approval as hereinafter set forth.

No fence walls, or hedge over six (6) feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this section may be waived or nullified by consent of architectural committee or by the owners of more than fifty (50) per cent of the numbered lots within this subdivision obtained in writing.

IX

No structure shall be moved onto any residential building site hereinbefore described or any part thereof unless it meets with the approval of one hundred

per cent (100%) of the fee title holders of other lots in this subdivision, such approval to be given in writing.

X

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builder to advertise the property during construction and sales period.

XI

Oil drilling, oil development operations; refining mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

XII

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

XIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, 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 building sites covered by these covenants it is agreed to change said covenants in whole or part.

If the parties hereto, 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 tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

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

TRANS-WEST PROPERTIES, INC.

*Bert P. Van Komen*

Bert P. Van Komen, President

*Robert H. Van Komen*

Robert H. Van Komen, Sec. - Tres.

STATE OF UTAH,

ss.

County of Salt Lake

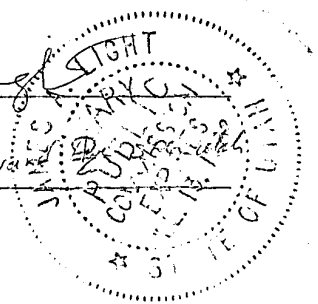
On the 11<sup>th</sup> day of October, 1978, A.D. personally appeared before me Bert P. Van Komen and Robert H. Van Komen who being by me duly sworn did say each for himself, that he, the said Bert P. Van Komen is the President, and he, the said Robert H. Van Komen is the secretary-treasurer of TRANS-WEST PROPERTIES, INC., 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 Bert P. Van Komen and Robert H. Van Komen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*James O. Light*

Notary Public

My commission expires July 13, 1982

My residence is 1503 Harvard



OCT 12 1978 4:12<sup>m</sup>

Recorded at Trans West Properties  
Request of Trans West Properties

KATIE L. DIXON, Recorder  
Salt Lake County, Utah

\$ 2850 By Edward J. Mira Deputy  
REF. Edward J. Mira

7306 S 013 th East  
Midvale Utah  
84047