

2298786

BOOK 2779 PAGE 468

§

ORDER NUMBER
131544

Recorded AUG 11 1969 at 10:56 9
Request of SECURITY TITLE COMPANY
Fee Paid, HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 0.40 By Dea. Fairbank Deputy
Book..... Page..... Ref.....

RESTRICTIVE COVENANTS

COTTONWOOD COVE

SALT LAKE COUNTY, STATE OF UTAH

*Victor G. Sagers
7321 S. State St.
Midvale, Utah*

WHEREAS, KENNETH A. BRADY and JESSIE M. BRADY, his wife, and MADGE LONG and DORIS LONG SMITH are the owners of the following described property situate in Salt Lake County, State of Utah, to-wit:

All of Lots 1 - 14, inclusive, Cottonwood Cove, being a part of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian; which has been recorded in the Salt Lake County Recorder's Office on the 20th day of March, 1969, as Entry No. 2281108; and which is more particularly described as follows:

Beginning at a point which is South 0°32'50" East 209.350 feet and South 02°14'04" East 96.790 feet from the North Quarter Corner of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 27°03'10" East 258.090 feet along an existing fence line and South 00°33'00" East 1015.515 feet along said fence to the center line of the Little Cottonwood Creek; thence along the center line of said Creek North 42°38'03" West 321.806 feet; thence North 89°25'09" West 191.746 feet; thence North 00°06'00" East 300.00 feet; thence North 55°52'39" West 350.049 feet; thence North 00°00'20" East 599.733 feet along a fence line; thence South 81°06'23" East 578.730 feet to the point of beginning.

WHEREAS, KENNETH A. BRADY and JESSIE M. BRADY, his wife, and MADGE LONG and DORIS LONG SMITH are the owners of the tract of land situate in Salt Lake County, State of Utah, hereinabove described, which has been divided into residential lots and right of ways and is known and designated as Cottonwood Cove, according to the official plat thereof on file in the office of the Recorder of Salt Lake County, State of Utah, and desire to place restrictions against the title to said real estate.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the following restrictions are hereby created and declared to be covenants running with the title and the land hereinabove described and each and every part thereof; and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and conveyed subject to the following reservations, restrictions and covenants hereinafter set forth.

VICTOR G. SAGERS
ATTORNEY AT LAW
SUITE E
7321 SOUTH STATE STREET
MIDVALE, UTAH 84047

(1) Each and every lot above described shall be known and is hereby designated as a "Residential Lot", and no structure shall be erected, altered, placed or permitted to remain on any such "residential Lot" other than one detached single family dwelling, or as otherwise hereinafter provided, not to exceed two stories in height above front street and a private garage for not more than three automobiles. Each dwelling shall have a minimum ground floor area as follows: If a one-story structure, 1,500 square feet or more, if a 1-1/2 story, or a two-story structure, 1,000 square feet or more. No residence will be constructed on any of said lots costing less than \$30,000.00 at current cost prices. However, the committee, hereinafter named, may at its sole discretion, permit an additional "creek cottage" or a "guest house" or building on Lots 1, 2, and 3, only, of not more than one (1) detached unit of not more than 900 square feet which may be used as a "guest house" and/or "creek cottage". Said "guest house" or "creek cottage" shall not, under any circumstances, be used as a rental unit and said "guest house" or "creek cottage" shall be subject to any and all restrictive covenants herein contained.

(2) No building shall be erected, placed or altered on any building plot in this area 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 area, and as to location of the building with respect to topography and finished ground elevation by a committee of Kenneth A. Brady, Lindsay A. Brady, and Victor G. Sagers OR by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members or designated representative shall have full authority to approve or disapprove such design and location within thirty (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 or 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 twenty-five (25) years. Thereafter, the approval described in this covenant shall not be required unless, prior to the said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this area and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(3) The following requirements, conditions and procedures are listed as follows: The owner shall be required to consult with the committee as to location of the dwelling, set-backs from street, side and rear property lines, recommended grades and allowable removal of trees. After the committee has advised the owner, the owner will have preliminary plans prepared which will be submitted to the committee for approval or necessary alterations to conform with the site and lot requirements. After preliminary studies have received written approval, the owner will proceed and have the final plans, specifications and plot plan completed which will be again submitted to the committee for final written approval. The location of the building

on the plot shall be as designated by the committee and subject to topography and trees. Front yard set-back will be determined by the conditions of the site and Salt Lake County ordinances. In any event the side yards shall have a minimum of eight (8) feet each side, rear yard twenty-five (25) feet, unless site conditions justify a reduction at the discretion of the committee. The building is to conform with existing contours of the site, with a minimum amount of regrading, and is to be in conformity and harmony of external design with other structures in the area. All side, front and rear fences are to be approved by the building committee.

(4) The committee is to have full control in designating which scrub oak and choke cherry trees and other natural foliage are to be cut to make the necessary space for the erection of the dwelling. The plan of the house is to make full use of the areas that are open and free of trees. It is the responsibility of the owner to cut and haul from the area all trees and other foliage that have been so designated for removal.

(5) No noxious or offensive trade or activity or business shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described. This district is not intended to be divided for or used for a commercial area; therefore, livestock and fowls will not be permitted in the area except as otherwise provided herein. (This paragraph is not intended to restrict the area from household pets; however, not more than one cat and one dog may be kept by any one family and no kennels or breeding animals will be kept.) Not more than two (2) horses will be permitted to any one family and no stables or riding academies will be permitted.

(6) No trailer, basement, tent, shack, garage or other out-building erected in, upon or about any of said residential lots hereinbefore described or any part hereof, 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.

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

(8) No signs, billboards, or advertising structures 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.

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

(10) The areas shown as rights of ways or street areas have not been dedicated to Salt Lake County, but are for the use of the lot owners of Cottonwood Cove Lots 1 - 14, inclusive. Said areas shown as rights of ways or streets shall not be obstructed in any way by any of the lot owners. No structure or

obstacle shall be built in, on, or near, or within five (5) feet of the external limits of said rights of ways or streets and in the event Salt Lake County will maintain said streets and demand the area shown as rights of ways and streets to be dedicated as such, each of the property owners shall relinquish any ownership in same for such purpose and will dedicate any ownership to Salt Lake County, as required.

(11) Each property owner shall be responsible for their own snow removal, street maintenance, garbage collection, etc. and will not expect or require either the now owners or their assignees or successors in interest or Salt Lake County to take care of same.

(12) The committee herein named shall have the authority to grant a variance to any of the covenants and restrictions herein contained in the event of hardship. However, such variance shall be in the sole discretion of the committee.

(13) In the event of any conflict with any covenants or restrictions herein contained with the ordinances or laws of Salt Lake County or the laws of the State of Utah, then and in that event such County ordinance or State law shall have precedence over these restrictions.

(14) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. However, the undersigned, or their assignees or successors in interest, reserve the right to establish easements over or under the surface, or both, as may be required for the installation and maintenance of electric lines, telephone lines, water (domestic and irrigation), sewer (storm and sanitation), gas lines, and other public utilities together with any other accesses required with a right to assign said easements. 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. The courses of existing open irrigation water ditches will not be altered without written approval of the area building committee mentioned in Paragraph Two (2) above.

(15) All covenants and restrictions herein stated and set forth shall run with the land and be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until fifteen (15) years from the date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years unless by a vote of majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

(16) If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms, or corporations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

(17) Invalidation of any one of the covenants and restrictions here-

SECRET

1. This report was prepared in accordance with the instructions of the
Director, Office of Special Investigations, Department of Justice, dated
January 15, 1953, and the instructions of the Director, Office of
Special Investigations, dated January 15, 1953.

2. This report was prepared in accordance with the instructions of the
Director, Office of Special Investigations, dated January 15, 1953.

3. This report was prepared in accordance with the instructions of the
Director, Office of Special Investigations, dated January 15, 1953.

Method _____
Indexed _____
Photo _____
Abstract _____
Notes _____

4. This report was prepared in accordance with the instructions of the
Director, Office of Special Investigations, dated January 15, 1953.

5. This report was prepared in accordance with the instructions of the
Director, Office of Special Investigations, dated January 15, 1953.

