

1386276

AUG 19 1954
Recorded at 1:46 p.m.
Request of MT. OLYMPUS Development
Fee Paid. Paul Tarrant Chase,
Recorder, Salt Lake County, Utah
\$ 3.00 By [Signature] Deputy
Book 116 Page 628 Ref. 2435 Highland Drive.

MT. OLYMPUS DEVELOPMENT CORPORATION

to

WHOM IT MAY CONCERN:

MT. OLYMPUS DEVELOPMENT CORPORATION, a Utah corporation, the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Lots 45 to 48 inclusive and Lots 101 to 113 inclusive, MT. OLYMPUS ACRES, part of a subdivision, being located in part of the Southwest $\frac{1}{4}$ of Section 36, Township 1 South, Range 1 East, Salt Lake Base and Meridian

does hereby place the hereafter described restrictive covenants on all of said described land.

(a) All of the lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family or double-family dwelling, not to exceed two stories in height, and a private garage for no more than two cars.

(b) No building shall be located on any residential building plot nearer than 30 feet to the front lot line or nearer than 8 feet to any side street line or nearer than 8 feet to an interior lot line. The side yard interior minimums do not apply to a garage or other permitted accessory buildings detached and located in the rear of the residence.

(c) No trailer, basement, tent, shack, garage or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(d) No structure shall be moved onto any lot unless it meets with the approval of a committee appointed by the undersigned, which may include themselves, or elected by a majority of the property owners of lots in said subdivision lots aforesaid, each lot to represent one vote. For the first three years of this covenant K. P. Alexander and Paul F. Potter shall be the committee appointed. In the event a committee should not be in existence such structure shall conform to and be in harmony with existing structures in the tract.

(e) No building shall be erected on any lot until the design and location thereof have been approved in writing by said committee nor shall any mortgage for the security of any loan be recorded until the Committee has received a copy of the plans for its files and the Committee has filed its written approval of plans in the office of the Salt Lake County Recorder. Any grantee or banking institution filing any mortgage without plans having been approved by the Committee agrees to pay all costs of enforcing said covenants including a reasonable attorney's fee. In any case, no dwelling shall be permitted in said tract with a ground floor square foot area of less than 1200 feet if the structure does not contain an attached garage, nor less than 1200 feet if the structure contains an attached garage. No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line or an area of less than 8,000 square feet.

(f) It is covenanted and understood that Lot 122 has been zoned C-2 by the Salt Lake County Commission and the Grantee accepts title that such zoning shall be a covenant running as a burden against said lots above set forth.

(g) No provision shall be made on any dwelling lot for the raising of poultry or the housing of cows, horses or other livestock except with the written approval of the committee herein referred to.

(h) The covenants and restrictions herein shall run with the land and shall be binding on the parties hereto and all persons claiming under them until April 1, 1979, at which time they shall terminate, unless sooner renewed by a majority of the persons owning lots in said subdivision.

(i) Invalidation of any one 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.

IN WITNESS WHEREOF, the MT. OLYMPUS DEVELOPMENT CORPORATION has set its hand and seal this 5th day of August 1954 at Salt Lake City, Utah.

MT. OLYMPUS DEVELOPMENT CORPORATION

By K. P. Alexander
K. P. Alexander, President

ATTEST:

L. M. Alexander
L. M. Alexander, Sec-Treas.

STATE OF UTAH)
): SS
County of SALT LAKE)

On the 5th day of August 1954 personally appeared K. P. Alexander and L. M. Alexander, who being duly sworn did say, each for himself, that he, the said K. P. Alexander, is the President, and he, the said L. M. Alexander, is the Secretary of Mt. Olympus 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 K. P. Alexander and L. M. Alexander each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Wiley L. Milne
NOTARY PUBLIC - Salt Lake City, Utah

My Commission Expires: 13 June 1955

