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BOOK 1774 PAGE 346

at 4:10 P.M.

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Geo. J. Anselmo

## 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 Oakcliff Park #5 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, and intends to sell and convey the same to purchasers for the purposes herein contemplated and in order to restrict the use of said property and thereby enhance the value thereof, it hereby agrees with all who shall purchase said property and use thereof, said property shall be and is here restricted in the following respects, to-wit:

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants.

### 1. USE OF LAND

Each lot in subdivision is hereby designated as a residential lot and none of said lots shall be improperly used or occupied for other than private single family resident properties except as hereinafter specified and that no flat or apartment house shall be erected hereon and no structure shall be erected or placed on any of said lots other than a one, two, or three-car garage not exceeding one story in height and one single family dwelling not to exceed two stories in height.

### 2. SUBDIVIDING OF LOTS

No lot may be subdivided or sold in pieces other than shown on the official plat for the purpose of constructing additional buildings thereon. No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No residence of a temporary character will be permitted. No trailer, basement, tent, shack, garage, barn or other out-building shall be moved onto or erected on any lot in the subdivision which shall at any time be used as a residence temporarily or permanently. No animals shall be kept or permitted to be kept or used on any lot or lots in said subdivision except such dogs, cats, birds, etc., as are kept as household pets. No dwelling shall be permitted on any lot in which the area of the main floor measured and computed along the outside walls surrounding such area, exclusive of open porches, windways and garages, is less than 1300 square feet and no structure shall be moved as a unit onto any residential lot in said subdivision.

### 3. ARCHITECTURAL CONTROL

No building shall be erected or placed on any lot until the construction plans and specifications showing the location of the structure have been approved by the Architectural Control Committee as to quality, workmanship, materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot near to any street than the building set-back line unless especially approved by the committee.

### 4. BUILDING LOCATIONS

All building locations on lots are to be set back from front, side and rear property lines in conformity with the provisions set forth in the Salt Lake County zoning ordinances pertaining to regulations of the residential Zone R-2.

Page #2 - OAKCLIFF PARK #5 SUBDIVISION - Continued . . . . .

5. EASEMENTS

Easements for installation and maintenance of utilities, drainage facilities, including sewer, are reserved as shown on the recorded plat, also easements for water conduits as indicated on lots through wherever they pass.

6. LOTS EXEMPT FROM THESE RESTRICTIVE AGREEMENTS

Lots #1 and #36 are exempt and are not covered by these restrictive agreements. The following lots listed in this paragraph are exempt from these covenants if used for church purposes: The church or parking lot to be built on Lots 28, 27, 26, 25, the south half of Lot 21 and the south 30 ft. of Lots 24 and 22. A church parking area to be on Lot 23, the north portion of Lots 24, 22 and 21. If, for any reason these lots should not be used for church purposes, in that event these covenants shall apply to each of the above mentioned lots.

7. ARCHITECTURAL CONTROL COMMITTEE

MEMBERSHIP. The architectural Control Committee is composed of M. R. BALLARD, GERALDINE S. BALLARD, 755 Sunrise Avenue, M. R. BALLARD, JR., 3601 Hermes Drive, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. GENERAL PROVISIONS

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

WITNESS our hands this 11th day of January, 1961.

BALLARD and COMPANY

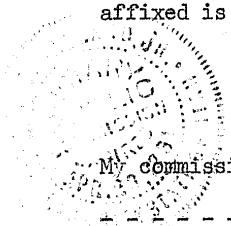
By Melvin R. Ballard  
MELVIN R. BALLARD, President

By Chaundra B. Larson  
CHAUNDRA B. LARSON, Secretary

STATE OF UTAH )  
                  ) S S  
COUNTY OF SALT LAKE)

On the 11th day of January, A. D. 1961 personally appeared before me MELVIN R. BALLARD and CHAUNDRA B. LARSON, who being by me duly sworn did say, each for himself, that he, the said MELVIN R. BALLARD is the President, and she, the said CHAUNDRA B. LARSON, is the Secretary of BALLARD and COMPANY, 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 MELVIN R. BALLARD and CHAUNDRA B. LARSON each duly acknowledged to me that the seal affixed is the seal of said corporation.

M. R. Ballard  
NOTARY PUBLIC



My commission expires Apr. 22, 1961 Residing at Salt Lake City

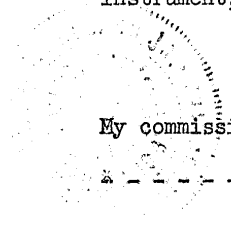
Shirley P. Neilson  
SHIRLEY P. NEILSON

Dixie O. Neilson  
DIXIE O. NEILSON

STATE OF UTAH )  
                  ) ss  
County of Salt Lake )

On the 11th day of January, A. D. 1961, personally appeared before me SHIRLEY P. NEILSON and DIXIE OF NEILSON, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

M. R. Ballard  
NOTARY PUBLIC



My commission expires Apr. 22, 1961 Residing in Salt Lake City

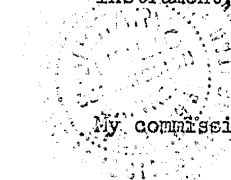
Grant E. Johnson  
GRANT E. JOHNSON

Helen Wise Johnson  
HELEN WISE JOHNSON, his wife

STATE OF UTAH  
County of Salt Lake

On the 11th day of January, A. D. 1961, personally appeared before me GRANT E. JOHNSON and HELEN WISE JOHNSON, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

M. R. Ballard  
NOTARY PUBLIC



My commission expires Apr. 22, 1961 Residing in Salt Lake City