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BOOK 1340 PAGE 538

2223 AUG 27 1956

Recorded at 2:01 P. M.  
Request of SECURITY TITLE COMPANY  
Fee Paid Hazel Bergart Chase,  
Recorder, Salt Lake County, Utah  
\$ 3.10 By *M. A. Smith* Deputy  
Book Page Ref.

DECLARATION OF RESTRICTIONS

ARNOLD A. FRANCOM and INA R. FRANCOM,  
his wife,

to

WHOM IT MAY CONCERN

WHEREAS, the title to the following described property situated in the City of Midvale, County of Salt Lake, State of Utah, to-wit:

All of CENTER PARK SUBDIVISION, according to the plat thereof, recorded in the office of the County Recorder of said County.

now stands in the name of ARNOLD A. FRANCOM and INA R. FRANCOM, his wife, and

WHEREAS, the owners are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited:

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until July 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten (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.
2. If the parties hereto, or 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 the above described tract 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 violation.
3. 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.
4. All described 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 a one-family detached dwelling or a duplex, not to exceed two stories in height and a private garage for not more than two (2) cars.
5. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure, 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 nearer to any street than the minimum building setback line unless similarly approved. The architectural control committee is composed of Arnold A. Francom and Julian Butterfield. 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 covenants. At any time, the then record 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. 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.

6. No dwelling shall be permitted on any lot at a cost of less than ten thousand five hundred dollars (\$10,500.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than nine hundred fifty (950) square feet.

7. The minimum setback line for all buildings shall be thirty (30) feet from the front lot line and thirty (30) feet from the rear lot line. The minimum side yard for any dwelling shall be twelve (12) feet on one side and eight (8) feet on the other side. Main buildings on corner lots shall have a minimum side yard of twenty (20) feet on the side street. No dwelling shall be erected or placed on any lot having a width of less than sixty five (65) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than seven thousand (7,000) square feet.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five (5) feet of each lot.

9. No noxious or offensive 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. No domestic animals or fowl shall be kept on the property, with the exception of household pets.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

IN WITNESS WHEREOF, the parties hereto have signed their names on this the 9<sup>TH</sup> day of JULY, 1956.

W. W. Menager Arnold A. Francon  
Ina R. Francon

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 23<sup>RD</sup> day of AUGUST, A.D. 1956 personally appeared before me ARNOLD A. FRANCON and INA R. FRANCON, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

W. W. Menager  
Notary Public

Residing at SALT LAKE CITY, UTAH



Commission Expires: 7-8-57