

RETURN TO - SECURITY TITLE CO.  
ESCROW DEPT.  
1906210

BOOK 2028 PAGE 123

Recorded MAR 15 1963 at 4:26 p.m.  
Request of SECURITY TITLE COMPANY  
For Paul, Hazel, Margaret Chase  
Recorder, Salt Lake County, Utah  
\$ 3.00 By [Signature] Deputy  
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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Salt Lake County, State of Utah, to-wit:

All Lots in MOUNT OLYMPUS COVE NO. 2 SUBDIVISION, according to the plat thereof, recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and covenants affecting said property.

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

1. Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private single family residence purposes, and no flat or apartment house intended for residence purposes, shall be erected thereon, and no structure shall be erected or placed on any of said lots other than a one, two, or three car garage, and one single family dwelling, not to exceed one story in height, except that on those lots where the finished ground elevation is at least one story lower on one side of the dwelling than on the opposite side, the dwelling may extend two stories above the finished ground elevation on such lower side.

2. No building shall be erected, placed or altered on any building plot in the above described property 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 said property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of at least two persons. This committee will consist of Lloyd Jackson and Rex L. Jackson. Either member of said committee may approve plans. In the event of death or resignation of either member of said committee, the remaining member of said committee shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to him or, in any event, if no suit to enjoin the erection of such buildings 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 nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on and after January 1, 1975. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, is not less than 1,500 square feet.

4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building to become closer than 7½ feet from the adjoining property line.

5. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

On corner lots, no structure shall be permitted nearer than 15 feet to the side street line. No lot may be redivided or sold in pieces other than as shown on the official plat for the purpose of constructing additional dwellings thereon.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot for overhead utilities, or ten feet to the rear of each lot for underground utilities.

7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The maximum heights of any fence or hedge shall be six feet and shall not extend beyond the front setback of the dwelling unless approved by the committee, aforesaid.

8. No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said subdivision, except such dogs, cats, and birds as are kept as household pets.

9. 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.

10. No pre-built dwelling or house shall be moved upon or located upon any lot in this subdivision.

11. 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 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of 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.

12. 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 violations or to recover damages.

13. 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 undersigned has caused these presents to be executed this 11th day of March, 1963.

ATTEST: H. D. Henager Secretary. SECURITY TITLE COMPANY, TRUSTEE By N. Gayle Nielson Vice-President.

STATE OF UTAH ) ) ss. COUNTY OF SALT LAKE )

On the 11th day of March, 1963, personally appeared before me N. GAYLE NIELSON and H. D. HENAGER, who being by me duly sworn did say, each for himself, that he the said N. GAYLE NIELSON is the Vice-President, and he the said H. D. HENAGER is the Secretary of SECURITY TITLE COMPANY, TRUSTEE, a Utah 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 N. GAYLE NIELSON and H. D. HENAGER each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Grant A. Wall Notary Public Residing at: Salt Lake City, Utah.

My Commission Expires: 3-16-66.