

1362519

Recorded FEB 27 1954 at 2:37 P.M.
Request of MT. OLYMPUS DEVELOPMENT
Fee Paid. Hazel Taggart Chase, Corp.
Recorder, Salt Lake County, Utah
\$ 3.40 By *H. O. Lamb* Deputy
Book 1068 Page 394 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 1 to 44 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 written approval given to the owner thereof; provided
however, in the event that such committee is not in existence or
fails to approve or disapprove such design, height or location within
15 days after receiving said plans, then such approval will not be
required provided the design and location on the lot conform to and
are in harmony with existing structures in the tract. In any case,
either with or without the approval of the Committee, no dwelling
shall be permitted in said tract with a ground floor square foot
area of less than 1000 feet if the structure does not contain an
attached garage, nor less than 950 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) That in the vicinity and in the subdivision aforesaid is a lot, enumerated as Business District, Lot No. 122, which is proposed, designed and treated as commercial development property, under and by reason of probable permanent C-2 zoning as defined in the Uniform Zoning Ordinance of Salt Lake County, State of Utah, and the undersigned has an interest therein; that the use of such Lot is dedicated to the purpose of business buildings in conformity with C-2 zoning aforesaid; that any grantee or grantees recording or causing to have recorded ~~any~~ conveyance, covenants and agrees to support and vote for C-2 permanent zoning for such Lot 122 and it is intended that the owner of any lot is bound by and agrees to bind others by this restriction which is contemplated runs with the land, in consideration for the other covenants and restrictions.

(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) If any person or persons intended to be bound by these restrictions shall violate or attempt to violate any one or more of the covenants herein contained during the term hereof, it shall be lawful for any person or persons owning any lot, 1 to 44, inclusive in said subdivision or the owner of Lot 122, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent his or them from so doing or to recover damages or other dues for such violation.

(i) 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.

(j) Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

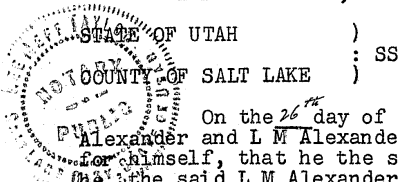
(k) No other lot except those herein contained shall be bound by these restrictions as it is intended that the dedication shall apply only to lots 1-44 inclusive and Lot 122 aforesaid.

(IN WITNESS WHEREOF the MT. OLYMPUS DEVELOPMENT CORPORATION has set its hand and seal this 26th day of February 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.



On the 26th day of February 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 she, 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.

Commission Expires Feb. 22, 1957

J. M. Taylor
NOTARY PUBLIC - Salt Lake City, U