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Recorded MAY 2 1968 at 10:38 P.M.
Request of SECURITY TITLE CO. No. 4738
Fee Paid. Hazel Taggart Chase.
Recorder, Salt Lake County Utah
\$ 22 By H. Taggart Deputy
Book 1004 Page 217 Ref.
Return to _____

RESTRICTIONS AND PROTECTIVE COVENANTS

for

PINE VIEW SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ERMA YOUNG GARDINER, is the owner of the following described property in Salt Lake County, State of Utah, to-wit:

Lots 1 to 20, inclusive, of PINE VIEW SUBDIVISION, according to the plat thereof recorded in the office of the County Recorder of said County;

and is desirous of creating restrictions and protective covenants affecting said property.

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

- A. All lots shall be residential lots and shall be restricted to uses for purposes specified in Residential "A" zoning requirements.
- B. No building shall be erected, placed upon any building lot, nor altered nor remodeled, until the building plans, specifications and plot plan showing the location of such building, have been approved in writing by the Owner hereinabove named, as to conformity and harmony of design with existing structures in the said Subdivision.
- C. No building shall be erected nearer than 25 feet to the front line nor nearer than 20 feet to the porch from the front line of the lot.
- D. No residential structure shall be erected on any building lot having a floor area on the main floor of less than 1150 square feet, exclusive of the area of any attached garage.
- E. No two story homes shall be constructed on any of the building lots in said Subdivision.
- F. An easement shall be reserved at the rear of each building lot for telephone lines, electric power and light poles or other appropriate equipment for utilities to serve said lots and structures erected thereon.
- G. No previously built home shall be moved onto any of the building lots. Nor shall any temporary structure, trailer, tent, shack, garage, or barn or out-building, be used as a residence.
- H. No trade or commercial activity shall be carried on within any of the building lots which shall become an annoyance or nuisance to the neighborhood. This restriction shall not be construed to prevent hobbies which do not become a nuisance.
- I. No person of any race different from the predominant race already in said neighborhood, shall use or occupy any dwelling in said subdivision, except with the written consent of all of the property owners in said subdivision.

J. At the end of 20 years following date of the approval of the subdivision, all of the foregoing provisions except (B) shall be continued in force for successive periods of 10 years unless by vote of the owners of the major portion of the assessed value of said area, there shall be changes made in the restrictive covenants in harmony with conditions then prevailing.

Dated at Salt Lake City, Utah, this 30th day of April, 1953.

Erma Young Gardiner
Erma Young Gardiner

STATE OF UTAH)
 : SS
County of Utah)

On the 30th day of April, 1953, personally appeared before me ERMA YOUNG GARDINER, the signer of the within instrument who duly acknowledged to me that she executed the same.

My Commission Expires:

12/21/53

Lorin W. Clayton
Notary Public

Residing at 2243 Blaine Ave.
Salt Lake City, Utah