

1373025

Recorded MAY 19 1954 at 3:25 P.M.
Request of Mount Olympus Development Corp.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
By J.M. [unclear] Deputy
Book 1089 Page 8 Ref. 2435 Highland Drive

PROTECTIVE COVENANTS

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:

All of MT. OLYMPUS ACRES ADDITION NO. 3, according to the official plat thereof on file and of record in the office of the Recorder of Salt Lake County, State of Utah.

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 20 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 setback line or an area of less than 3,000 square feet.

(f) 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.

(g) 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 in said subdivision 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 him or them from so doing or to recover damages or other dues for such violation.

(h) 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.

(i) 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.

IN WITNESS WHEREOF, the MT. OLYMPUS DEVELOPMENT CORPORATION has set its hand and seal this 19th day of May, 1954 at Salt Lake City, Utah.

MT. OLYMPUS DEVELOPMENT CORPORATION

BY: K. P. Alexander
K. P. Alexander, President

STATE OF UTAH)
 : ss
County of Salt Lake)

On the 19th day of May, 1954, personally appeared K. P. Alexander, who being duly sworn did say, that he the said K. P. Alexander, is the President 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 acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Fred Jordan
Notary Public, residing at
Salt Lake City, Utah.

My Commission Expires:
Oct. 13, 1954.