

1382954

Recorded AUG 3 1954 at 3:34 p.  
Request of ~~RECORD ABSTRACT TITLE 60~~  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
By *H. H. Chapman* Deputy  
Book 112 Page 731 Ref.

RESTRICTIONS AND PROTECTIVE COVENANTS FOR OLIVER ACRES SUBDIVISION - SALT LAKE COUNTY, UTAH.

Zina A. Oliver

-to-

Whom It May Concern

KNOW ALL MEN BY THESE PRESENTS:

That the following restrictions are hereby created and declared to be covenants running with the title and the land constituting the said Oliver Acres Subdivision and each and every part thereof, and the above referred to is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth.

I. Persons Bound by These Restrictions: The covenants and restrictions are to run with the land and all persons and corporations who own or shall hereafter acquire any interest in any of the lots in the subdivision shall be taken and held to agree and covenant with the owners of the lots shown on this plat and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of 30 years from the 2nd day of August 1954, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

II. Use of Land: All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, or permitted to remain on any lot if it exceeds one and one half stories in height.

III. Committee: No building shall be erected, placed or altered on any building plot in this subdivision 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 subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Zina A. Oliver, Samuel Oliver, Allen Oliver, Edwin Emery, John Jones and Victor Jones, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days, after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building 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 its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

IV. Set Back: No building shall be located on any residential building plot nearer than 30 feet to the front lot line, and the side-yard line will run according to zoning regulations.

V. Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

VI. Temporary Residence Prohibited: No trailer, basement, tent, garage, or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

VII. Size and Materials: No dwelling having less than 1200 square feet of ground floor area, exclusive of open porches and garages, shall be constructed in the subdivision. All dwellings will be of brick. (This excludes cinder block, concrete block and prince stone).

VIII. Utility Easement: A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

IX. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

X. Violations and Damages: If the parties hereto or any of them, or their heirs, or assigns, shall violate any of the covenants herein mentioned, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

XI. Saving Clause: 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.

Julia A. Oliver

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

On the 2nd day of August, A.D. 1954 personally appeared before me  
ZINA A. OLIVER, who duly acknowledged to me that she personally executed the above  
and foregoing instrument.

My commission expires:

April 15, 1956

R. J. Sullivan  
NOTARY PUBLIC - residing at  
Salt Lake City, Utah