

1409625

Recorded JAN 25 1955 at 11:05A m.  
Request of FAIRCLOUGH BROS. CONST. CO.  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 4.00 By M. A. Smith Deputy  
Book 1164 Page 22 Ref. \_\_\_\_\_

BUILDING RESTRICTIONS

UPLAND TERRACE PLAT "A"

A Subdivision of Salt Lake County, Utah

204 VALLEY  
PROFESSIONAL  
BLDG.  
2520 SO. STATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property in Salt Lake County, Utah:

All of Lots one through forty nine inclusive in Upland Terrace Plat "A", according to the official plat on file in the office of the County Recorder.

hereby DECLARE that all and each of said lots above described shall be subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS and COVENANTS hereinafter set forth.

(a)

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached one-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

(b)

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finish grade elevation.

(c)

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,000 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

(d)

No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenants, 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, on a lot to encroach upon another lot.

(e)

No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

(f)

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat over the rear five feet of each lot.

(g)

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

(h)

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. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinafter named, such approval to be given in writing.

(i)

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.

(j)

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

(k)

No building shall be erected, placed or altered on any residential lot 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 any three of the following: Arthur W. Fairclough, Fred W. Fairclough, Thomas Crus, Anthony M. Crus and John Crus, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any of the members 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, and said remaining members, and the remaining members of any successor committee, shall also have authority to fill any vacancy at any time on said committee or any successor committee. 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 duly 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. The powers and duties of such committee and its designated representative shall cease on and after January 1st, 1965. 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 this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(l)

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 automaticall 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.

(m)

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(n)

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 owners of the property described herein have caused these presents to be executed this 21st day of January A. D., 1955.

FAIRCLOUGH BROS. CONSTRUCTION COMPANY

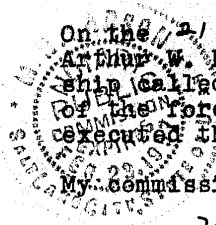
By Arthur W. Fairclough  
Partner

CRUS BROTHERS CONSTRUCTION COMPANY

By Thomas Crus  
Partner

STATE OF UTAH )  
 ) SS  
County of Salt Lake )

On the 21 day of January 1955, personally appeared before me Arthur W. Fairclough, being a partner of that certain co-partnership called Fairclough Brothers Construction Company, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.



My commission expires:  
273-57

Mr. Larson  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

STATE OF UTAH            )  
                                  ) SS  
County of Salt Lake )

On the 2<sup>1</sup> day of *January* 1955, personally appeared before me Thomas Crus, being a partner of that certain co-partnership called Crus Brothers Construction Company, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

My Commission expires:  
2-23-57

*W. R. Larson*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at *Salt Lake City, Utah*