

1155976

BOOK 1258 PAGE 64

Recorded NOV 1 1965 10:46 a.m.
Report of MCGHEE ABSTRACT TITLE CO.
Recorded in Salt Lake County, Utah
\$ 4.90 By *Arman* Deputy
Book Page Ref.

MILLCREEK MANOR

BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

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

All of Lots 1 to 23, inclusive, MILLCREEK MANOR, a subdivision of Salt Lake County, Utah, according to the official plat thereof on file and of record at the office of the County Recorder of said County,

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

We further hereby declare that we are the owners of all the afore-described real property, except those areas designated for public-road purposes. The following reservations, restrictions, and covenants shall, insofar as it is within our prerogative to designate, take the place of and supersede all previously recorded restrictions, except those imposed by public authority.

I

Each and every numbered lot shall be known as a "residential lot." No structure shall be erected, altered, placed, or permitted to remain on any "residential lot" other than one detached single-family dwelling not to exceed two (2) stories in height, a private garage for not more than three (3) automobiles and outbuildings for pets as hereinafter set forth.

No residential structure, nor any part thereof, shall be erected, altered, placed, or permitted to remain on any parcel of land containing less than an entire residential lot, unless said parcel shall have a width of at least sixty-five (65) feet at the front "building setback line" (defined hereinafter in Paragraph III).

II

Every detached single-family dwelling erected on any one of the above-described residential sites shall have a minimum ground floor area of 900 square feet, exclusive of garages and open porches.

III

The "front residential lot line" is defined and designated as all of the street frontage of every lot, except that it shall not include any street frontage along Millcreek Road nor the longest dimension of street frontage on Lot 9.

The minimum "building setback line" shall be located 30 feet from the "front residential lot line." No building shall extend nearer to the "front residential lot line" than the "building setback line," except as hereinafter expressly enumerated: (A) uncovered and unenclosed porches, patios, terraces, and steps leading to the dwelling may extend beyond the "building setback line" not more than 10 feet, provided the floor level of such appurtenance is no higher than the floor level of the ground floor

of the residential structure; (B) customary architectural appurtenances, such as cornices, bay windows, spoutings, and chimneys, may extend not more than four (4) feet beyond said "building setback line."

IV

A side yard shall be maintained in respect to every residential structure such that the total combined side yard of the main structure shall be not less than 18 feet and one side yard shall be not less than 10 feet in width measured from the nearest point of the main residential structure to the dividing line between the building site on which the building structure is located and the site adjacent thereto; provided, however, that chimneys, cornices, and bay windows may extend into such side yard to the extent permitted by the zoning ordinance of Salt Lake County, Utah, applicable to this property.

No building shall be located nearer than 25 feet to the side street in lots 1, 9, and 23. The property line on the east side of this subdivision and adjacent to the state highway shall not be considered street frontage and such line shall constitute a no-access line for all purposes.

No outbuilding shall be erected, altered, placed, or permitted to remain nearer than eight (8) feet to either side line of a "residential lot," unless no portion of said outbuilding extends nearer to the "front residential lot line" than sixty-five (65) feet.

No driveway shall bypass a residential structure on a side having a side yard of less than ten (10) feet between the principal residential structure and the property line of the adjacent owner. Every residential structure shall have one side yard as aforementioned of at least ten (10) feet unless said structure has incorporated within it or attached to it a garage for at least one motor vehicle.

V

No fence, walls or hedge over six (6) feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this paragraph may be waived or nullified by the owners of more than fifty per cent (50%) of the numbered lots within this subdivision obtained in writing.

VI

No noxious or offensive trade or activity shall be carried on upon any residential lot or building site hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots or building sites hereinbefore described.

VII

No fur-bearing animals except dogs, cats and rabbits as domestic pets may be kept, housed or maintained temporarily or permanently on any lot or residential site in this subdivision. No chickens or other fowl may be housed on any lot in this subdivision; provided, however, that pet canaries or similar domestic pets housed within the main residential structure are permitted.

VIII

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential building sites hereinbefore described or any part thereof 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.

IX

No structure shall be moved onto any residential building site hereinbefore described or any part thereof unless it meets with the approval of one hundred per cent (100%) of the fee title holders of other lots in this subdivision, such approval to be given in writing.

X

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

XI

Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches, and maintenance. No main residential structure shall be constructed on top of any portion of any easement shown on such official plat. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc., over such easements, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along such easements.

XII

All covenants and restrictions herein provided and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described, or any part thereof until twenty-five years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the then record owners of the majority of said residential lots, it is agreed to change the said covenants in whole or in part.

XIII

If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five (25) years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XIV

Invalidation of any one or any part or portion of one or more of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty-five (25) years from the date hereof subject to automatic extension as provided in Paragraph XII hereof.

IN WITNESS WHEREOF, the undersigned, owners of the property described herein have caused these presents to be executed this 9th day of ~~OCTOBER~~, November, A. D. 1955.

Signed in the presence of:

John H. Allen

James R. Cummings
James R. Cummings
Gwendolyn C. Cummings
Gwendolyn C. Cummings

RICHARDS DEVELOPMENT COMPANY, a partnership

Franklin D. Richards
Franklin D. Richards, Jr.
David K. Richards

DALEY & PROWS, INC.

By George Daley President

STATE OF UTAH)
County of Salt Lake } ss.

On the 9th day of ~~October~~ ^{November}, 1955, personally appeared before me FRANKLIN D. RICHARDS, FRANKLIN D. RICHARDS, JR., and DAVID K. RICHARDS, all of the partners in RICHARDS DEVELOPMENT COMPANY, and JAMES R. CUMMINGS and GWENDOLYN C. CUMMINGS, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same, each in his own behalf and the partners on behalf of said partnership.

Emory Tamm
Notary Public

My commission expires 7-4-59 Residing at Salt Lake City, Utah

STATE OF UTAH)
County of Salt Lake } ss.

On the 16th day of November, 1955, personally appeared before me, George Daley, President of Daley & Prows, Inc., who being first duly sworn, did say, that he is the President of Daley & Prows, Inc., a corporation of the State of Utah, one of the signers of the foregoing instrument, and duly acknowledged that he signed the foregoing instrument in behalf of said corporation by authority of a resolution of its board of directors.

F. J. SHELVAE
F. J. SHELVAE, Notary Public,
Salt Lake City, Utah

Commission Expires April 15, 1958