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BOOK 1264 PAGE 265
SECURITY TITLE COMPANY

DEC 5 1955

1:46 P.M.

at Lake County, Utah
Deputy
Book 520 Page 58442 Ref.

COVENANTS IMPOSING RESTRICTIONS UPON THE REAL ESTATE

HEREINAFTER DESCRIBED

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Security Title Company, a Utah Corporation, as trustee; Malouf Investment Company, a Utah Corporation; Carl J. Bowden and Annie L. Bowden, his wife; James T. Stephenson, a single man; all of Salt Lake County, State of Utah, being the owners, and all of the parties claiming any right, title or interest in and to a certain tract of real property situate in Salt Lake County, State of Utah, and described as follows:

GREEN PASTURES SUBDIVISION, according to the official plat thereof recorded in the office of the County Recorder of said County.

With the exception of Lot #43, which was deeded by metes and bounds description prior to the recording of this subdivision.

WHEREAS, the afore described real property has been subdivided into building lots, and whereas it is deemed necessary and advisable that certain covenants be imposed upon certain property for the protection and enhancement of the value thereof.

NOW THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition or retention of the properties heretofore described, we the undersigned, hereby covenant and agree with each other and with all persons who may become owners of any portion of the hereinabove described property, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of the lots in said Subdivision which shall be held by them and when sold and conveyed shall be owned, held and enjoyed by all persons who may become the owners thereof, and each of them and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions, which are hereby declared to be covenants running with the land and binding on each and every owner thereof, to-wit:

A. All lots in the above described 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 or two-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. 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 James T. Stephenson, F. B. Malouf and Carl J. Bowden, or by a representative designated by 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 specification 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. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 1970. 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.

C. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 8 feet to any lot line; except that on corner building plots, no building shall be located nearer than 30 feet to the front lot line or nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than one foot to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 65 feet at the front building setback line.

E. 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.

F. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance, as shown upon the recorded plat of said Green Pastures Subdivision.

I. No residential structure shall be permitted to be erected upon any of the lots in such subdivision unless a major portion of the exterior thereof is composed and constructed of brick, stone, or materials of comparable nature.

J. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

K. If the parties hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

L. 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, We have hereunto affixed our hands this 22nd day of November, 1955.

Carl J. Bowden
Carl J. Bowden

Annie L. Bowden
Annie L. Bowden

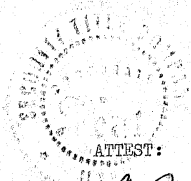
James T. Stephenson
James T. Stephenson

SECURITY TITLE COMPANY

By [Signature]
President

MALOUF INVESTMENT COMPANY

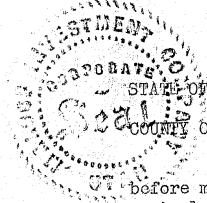
By F. B. Malouf
President



ATTEST:
R. R. Strigh
Secretary

ATTEST

+ Colleen Malouf
Secretary



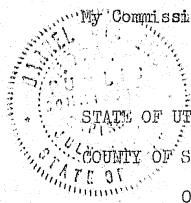
STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 22nd day of November, A.D. 1955, personally appeared before me, Carl J. Bowden, and Annie L. Bowden, his wife; James T. Stephenson, a single man; the signers of the within instrument who duly acknowledged to me that they executed the same.

David Stevens
Notary Public

Residing at Salt Lake County

My Commission expires: July 25, 1959



STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 28 day of November, A.D. 1955, personally appeared before me F. B. Malouf and Colleen Malouf who being by me duly sworn did say, each for himself, that he, the said F. B. Malouf, is President and Colleen Malouf is the secretary of MALOUF INVESTMENT COMPANY, 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 F. B. Malouf and Colleen Malouf each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the corporation.

Frank H. Wall
Notary Public

Residing at Salt

My Commission expires March 16, 1958

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

On the 28 day of November, A.D. 1955, personally appeared before me Lucille R. Wright and Mark D. Eggertsen who being by me duly sworn did say, each for himself, that she, the said Lucille R. Wright is the secretary, and he, the said Mark D. Eggertsen is the president of SECURITY TITLE COMPANY, and that the within and foregoing instrment was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Lucille R. Wright and Mark D. Eggertsen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Edward A. Webb
Notary Public

Commission expires March 16, 1958.

Residing at Salt Lake City,
Utah

