

For Development of Single-Family; and Two-Family Detached Dwellings

PART A.

PREAMBLE

- A-1. Date: March 1, 1956
- A-2. Purpose: To restrict to Residential Use Single-Family; Two-Family Dwellings only
- A-3. Name and Address: HEBER G. TAYLOR & DOROTHY S. TAYLOR
1586 Downington Ave.
Salt Lake City, Utah
- A-4. Description: VIEW HEIGHTS No. 3 SUBDIVISION, as recorded May 14, 1956
with Salt Lake County Recorder, Salt Lake City, Utah.

PART B.

RESIDENTIAL AREA COVENANTS:

- B-1. LAND USE AND BUILDING TYPE: 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 single-family; or two-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than three cars.
- B-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan 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 structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be as provided in Part C.
- B-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than (\$10,000.00) Ten Thousand Dollars, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than (1,000) one thousand square feet for a one-story dwelling per family, nor less than (750) seven hundred fifty square feet on the ground floor, for a dwelling of more than one story.
- B-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than (30) thirty feet to the front lot line, or nearer than (20) twenty feet to any side street line. No building shall be located nearer than (8) eight feet to an interior lot line and total of both sideyards to be not less than (18) eighteen feet, except on interior lots where the garage is attached the total of both sideyards may be reduced to (16) sixteen feet. For the purposes of this covenant, 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, except that a sideyard of (1) one foot only is required for garages or other permitted accessory buildings located at least (6) six feet in the rear of main building except that no garage can be located closer than (10) ten feet to any dwelling on any adjacent lot. Minimum rear yard for a dwelling shall not be less than (30) thirty feet, except that with an attached garage the rear yard may be reduced to only (15) fifteen feet.

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B-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than (65) sixty-five feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than (8,000) eight thousand square feet.

B-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

B-7. NUISANCES. 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.

B-8. TEMPORARY STRUCTURES. 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.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP. The architectural control committee is composed of:

HEBER G. TAYLOR
DOROTHY S. TAYLOR
L. D. GARDNER

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers, and duties.

C-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within (30) thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

D-1. TERM: 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 automatically extended for successive periods of (10) ten 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.

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D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. SEVERABILITY. 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.

PART E.

ATTEST

DATE: May 3, 1954

Heber Taylor
Dorothy J. Taylor
L.P. Gardner

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

Subscribed and sworn to before me this 3rd day of May, 1956.

Robert R. Kelly
Notary Public

My commission expires: 12-22-54 Residing in Salt Lake City

Recorded MAY 14 1956 at 2:52 Pm.
Request of Heber Taylor
Fee Paid. Hazel Tappert Chase,
Recorder, Salt Lake County, Utah
\$ 4.00 By Mark Lamb Deputy
Book _____ Page _____ Ref. _____

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