

151908'7

RETURN TO - SECURITY TITLE CO.
ESCROW DEPT. *Shul*Edward W. Clyde & Betha J. Clyde
Allan E. Mecham & Marion D. Mecham
David I. Gardner & Gayle P. Gardner
Stewart L. Carlson & Cherrill J. Carlson

RESTRICTIVE COVENANTS

Entry No. _____
Recorded _____
Book _____
Dated _____

- to -

BOOK 1377 PAGE 593

WHOM IT MAY CONCERN:

WHEREAS, Edward W. Clyde & Betha J. Clyde, Allan E. Mecham & Marion D. Mecham, David I. Gardner & Gayle P. Gardner, Stewart L. Carlson & Cherrill J. Carlson are the owners of the following described real estate situate in Salt Lake County, State of Utah:

CABALLERO RANCHES, a subdivision of a part of the NE $\frac{1}{4}$ of Section 33 and the SE $\frac{1}{4}$ of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; recorded in the office of the County Recorder of Salt Lake County, Utah, November 17, 1956 as Entry No. 1512462 at 11:22 A.M., in Book R, Page 28.

WHEREAS, the said owners are desirous of creating certain building restrictions and covenants running with the land upon the above described property for the purpose of restricting and governing the use of lots, plots or other parts or portions of the real property hereinabove described.

NOW, THEREFORE, the said owners, Edward W. Clyde & Betha J. Clyde, Allan E. Mecham & Marion D. Mecham, David I. Gardner & Gayle P. Gardner, and Stewart L. Carlson & Cherrill J. Carlson, hereby declare and agree that the following restrictions are hereby created and declared to be covenants running with the title and land, and each and every part thereof, and the said owners hereby declare that the aforesaid property, described above is to be held, and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

A. 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 dwelling not to exceed two stories in height and a private garage for not more than three cars, except that a duplex may be constructed if the plans and specifications are granted prior approval by the Architectural Control Committee designated in paragraph "K" of this agreement.

B. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$14,500.00 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 1500 square feet for a one story dwelling, nor less than 1300 square feet for a dwelling of more than one story.

C. BUILDING LOCATION. 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 20 feet to an interior lot line, except that a 2 feet side yard shall be required for a detached garage located 45 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as 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.

D. Outbuilding to be permitted for private use to shelter domestic animals for private use, but not commercial, approved by Committee.

E. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities, ditches and bridle path as shown on the recorded plat are to be reserved.

F. 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.

G. TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently other than described in paragraph "D".

H. WATER SUPPLY. All dwellings will be served by a public water system.

I. SEWAGE DISPOSAL. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of Mortgages covering property in this state and in effect on the date

such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

J. 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 unless similarly approved. Approval shall be as provided in these protective covenants.

K. ARCHITECTURAL CONTROL COMMITTEE. MEMBERSHIP. The architectural control committee is composed of Mr. Estel L. Wright and David I. Gardner and Ivan Dehl. 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.

L. 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 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.

M. GENERAL PROVISIONS, TERMS. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period 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.

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.

SEVERABILITY. Invalidation of anyone 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.

Signed:

Edward W. Clyde
Edward W. Clyde

Betha J. Clyde
Betha J. Clyde

Allan E. Mecham
Allan E. Mecham

Marion D. Mecham
Marion D. Mecham

David I. Gardner
David I. Gardner

Gayle P. Gardner
Gayle P. Gardner

Stewart L. Carlson
Stewart L. Carlson

Cherrill J. Carlson
Cherrill J. Carlson

Acknowledged December 27 1953 by Edward W. Clyde & Betha J. Clyde, Allan E. Mecham & Marion D. Mecham, David I. Gardner & Gayle P. Gardner, Stewart L. Carlson & Cherrill J. Carlson, before Stewart L. Carlson Notary Public.

my commission expires 6-20-60



Recorded DEC 27 1953 at 3:17 P.M.
Request of SECURITY TITLE COMPANY
Fee paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
Book 580 Page 116 Deputy
Ref.