

1562653

AMERICAN HOUSING CORPORATION

PROTECTIVE COVENANTS OF
MILBROOK HEIGHTS #3 SUBDIVISION

-to-

WHOM IT MAY CONCERN.

Enter No.
Recorded
Book
Dated

BOOK 1455 PAGE 412

WHEREAS, American Housing Corporation, with its principal place of business at Salt Lake City, Utah, is the subdivider of the following described property, to-wit:

All of MILBROOK HEIGHTS #3 Subdivision, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah.

NOW THEREFORE, in consideration of the premises the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof, and the undersigned subdivider hereby declares that the land above referred to is to be held and should be conveyed subject to the following reservations, restrictions, and covenants hereinafter set forth:

1. Persons bound by these restrictions. That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and date hereof to January 1, 1983 at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part, provided that the owners of 3/4ths of the property may release any or all of the land hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying with particularity the restrictions or restrictions released and by filing said agreement with the office of the Salt Lake County Recorder, at any time after January 1, 1973. Provided further that a release of restrictions may be made in accordance with the foregoing provisions at any time after January 1, 1968, if all the then owners of said property join in said agreement.

2. Use of Land: Building cost Restriction: That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purpose and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy of not more than one family and shall be a detached single family dwelling and a private garage. Any single family residence erected on said lands shall not cost less than \$12,000.00 and the ground floor square foot/area of the main structure, exclusive of open porches and garages, if the residence is one story, shall not be less than 1300 square feet. If the residence is higher than one story there shall not be less than 1000 square feet on the ground floor, exclusive of the porches and garages heretofore mentioned, provided that should the time come when a residence meeting the minimum area requirements and all other requirements contained in these restrictions and which will conform to the general quality of the homes previously constructed, can be built for less than the \$12,000.00 above mentioned, approval to build such residence may be granted by American Housing Corporation upon written application to it. Such approval must be given in writing. No barn, coop, shed, sty or building of any other type shall be constructed for the purpose of housing pigs, cows, horses, pigeons, or poultry and none of the foregoing shall be kept or housed on the aforesaid property.

3. Dwelling set back and free space. All buildings shall not be erected nearer than 30 feet to the front line of the individual building lot, nor shall any building be built closer than 8 feet to the nearest property line nor nearer than 20 feet to any side street line. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Temporary residences prohibited. 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 residence of a temporary character be permitted.

5. Nuisance. No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

6. Billboards and Advertising Prohibited. No billboards advertising boards or posting displays will be permitted to be constructed or maintained upon any property within this tract, except one sign of not more than two square feet advertising the property for sale or rent, or signs used by the subdivider or builders to advertise the property during the construction and sales period.

7. Review of plans and specifications. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and a plot plan showing the location of such building, has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by American Housing Corporation. Should American Housing Corporation

Protective Covenants (Continued)
Entry No.

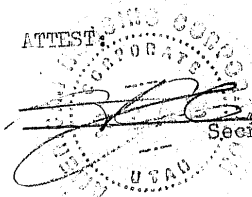
be unable to act for any reason, a committee of three members may be chosen from the then property owners by a two-thirds vote for each member so chosen. Replacements on said committee shall be chosen in the same manner as the original membership. In the event American Housing Corporation, or the committee fails to approve or disapprove within 30 days after 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 fully complied with. Neither American Housing Corporation, its successor or the members of the committee shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of American Housing Corporation, its successor or the members of the committee shall cease on and after January 1, 1968, unless prior to said date and effective thereon, a written instrument shall be exercised by the then record owners of the majority of the lots in this subdivision, appointing a committee, who shall thereafter exercise the same powers exercised by American Housing Corporation, its successor or the committee.

8. Violations and Damages: If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, before January 1, 1983, or so long after as these restrictions and covenants remain in force and effect, American Housing Corporation and/or the then property owners individually or collectively shall have the right to sue for and obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce and observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

9. Utility Easement. An easement is reserved over the rear five feet of each lot for the installation and maintenance of the utilities servicing said property.

10. Saving Clause: Invalidation of any one of these covenants by judgment or court order shall in no wise effect the validity of any of the other provisions not declared invalid and such other provisions shall remain in full force and effect.

ATTEST:


H. J. Cassity
Secretary

AMERICAN HOUSING CORPORATION

Estel L. Wright
Its President

STATE OF UTAH,
County of Salt Lake

On the 24th day of October, A.D. 1957 personally appeared before me Estel L. Wright and H. J. Cassity who being by me duly sworn did say, each for himself, that he, the said Estel L. Wright is the president, and he, the said H. J. Cassity is the secretary of American Housing Corporation, 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 Estel L. Wright and H. J. Cassity each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Arthur P. Truman
Notary Public

My Commission Expires: August 9 1961 My residence is Salt Lake City, Utah

Recorded OCT 25 1957 at 3:13 P.M.
Request of AMERICAN HOUSING CORPORATION
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
By J. J. Mansen Deputy
Rep.