

APR 4 1958

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BOOK 1495 PAGE 44

Registered at Request of W. L. ...
as of 4:18 PM Fee paid \$4.00
By ... Dep. Rec.

RESTRICTIONS AND PROTECTIVE COVENANTS FOR BLUE RIBBON ACRES

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, owners of the following described real property situated in Salt Lake County, State of Utah:

All of BLUE RIBBON ACRES, according to the official plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah.

are desirous of developing said property as a residential district, and do hereby declare that said land shall be held and conveyed subject to the following covenants:

1. Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed one story in height and a private garage for not more than two automobiles unless otherwise approved by committee.
2. Every dwelling erected on any of the lots in said subdivision shall have a ground floor area, exclusive of open porches or attached garages, if not less than 1300 square feet with a full basement and not less than 1500 square feet without a basement.
3. 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 and 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 Robert B. Jones, Jim Pappas and McKay M. Loveland, or by a representative designated by a majority of 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 fails 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 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 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 its designated representative, shall cease on or after February 1, 1976, 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.
4. No building shall be located on said residential building plot nearer than 35 feet to the front lot line nor nearer than 12 feet to any side street line.
5. No noxious or offensive trade or activity shall be carried on upon any residential lot 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 hereinbefore described.
6. No trailer, basement, tent, shack, garage or other outbuilding erected in, upon or about any of said residential lots 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.
7. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.
8. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.
9. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

10. The schedule of debts shall be kept, revised, or corrected to be kept or revised on any day that is not a public holiday, except on days when the courts are held in regular session.

11. All execution and restrictions herein stated and not made a part of this deed and shall be binding on all the parties and persons claiming any interest in said residential lots hereinafter described or any part thereof until 20 years from the date hereof, at which time the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

12. If the parties are claiming any interests in said residential lots hereinafter described or any of them, or their heirs, successors, assigns, personal representatives or assigns, and if while in violation of any of the covenants and restrictions herein contained prior to 20 years from the date hereof, it shall be lawful for any other person or persons claiming any other residential lot or lots included in the foregoing any proceedings at law or in equity to enforce or to prevent the enforcement of any of the covenants and restrictions or to prevent the enforcement of any of the covenants and restrictions or to prevent the enforcement of any of the covenants and restrictions or to prevent the enforcement of any of the covenants and restrictions.

13. The provisions of any other deed, covenants and restrictions hereinafter set forth by reference to such other deed shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 20 years from the date hereof subject to automatic extension as provided in paragraph 11 hereof.

WITNESSES our hands this 4th day of April, 1951.

Jim Ruppel
Jim Ruppel
Walter W. Loveland
Walter W. Loveland
Walter W. Loveland
Walter W. Loveland
Dean E. Colton
Dean E. Colton
Mary K. Colton
Mary K. Colton

WITNESSES
County of Salt Lake

On the 4th day of April, 1951, personally appeared before me, JIM SMITH, an unmarried man, WALTER W. LOVELAND and DEAN E. COLTON, his wife, and MARY K. COLTON and their children, the children of the foregoing instrument, who duly acknowledged to me that they executed the same.

Lewis J. Livingston
Lewis J. Livingston
Notary Public Residing
at Salt Lake City, Utah

My Commission Expires 1-26-82

