

1606761

RETURN TO - SECURITY TITLE CO.
ATTN: 792

BOOK 1533 PAGE 206

Recorded AUG 19 1959 at 10:42 a.m.
Request of SECURITY TITLE COMPANY
Fee Paid. Hazel Robert Chase,
Recorder, Salt Lake County, Utah
\$ 4.30 By *Lee F. Estabrook* Deputy
Ref.

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

All Lots in MOUNT OLYMPUS COVE, ~~XXXX~~, according to the official plat thereof, recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants.

1. Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private single family residence purposes, and no flat or apartment house intended for residence purposes, shall be erected thereon, and no structure shall be erected or placed on any of said lots other than a one, two, or three car garage, and one single family dwelling, not to exceed one story in height, except that on those lots where the finished ground elevation is at least one story lower on one side of the dwelling than on the opposite side, the dwelling may extend two stories above the finished ground elevation on such lower side.
2. No building shall be erected, placed or altered on any building plot in the above described property 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 said property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of at least four persons. This committee will consist of Dr. Rowland H. Merrill, Willard R. Smith, John T. Hyde, and Jerome H. Mooney. Any two members of said committee may approve plans. In the event of death or resignation of any member of said committee, the remaining member, or members of the said committee, shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such buildings 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, shall cease on or after June 10, 1975. 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 said Subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, is not less than 1500 square feet.
4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side lot line. For the

MOUNT OLYMPUS COVE, INC.

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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 to become closer than 7 1/2 feet from the adjoining property line.

5. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet. On corner lots no structure shall be permitted nearer than 15 feet to the side street line. No lot may be redivided or sold in pieces other than as shown on the official plat, for the purpose of constructing additional dwellings thereon.

6. Easement 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 for overhead utilities or ten feet to the rear of each lot for underground utilities.

7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The maximum heights of any fence or hedge shall be six feet and shall not extend beyond the front set back of the dwelling unless approved by the committee composed of Dr. Rowland H. Merrill, Willard R. Smith, John T. Hyde, and Jerome H. Mooney.

8. No animals or fowles shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision, except such dogs, cats, and birds as are kept as household pets.

9. 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.

10. 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 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.

11. 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 violations or to recover damages.

12. Invalidatation 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. MOUNT OLYMPUS COVE, INCORPORATED

BY Rowland H. Merrill
ROWLAND H. MERRILL

BY Willard R. Smith
WILLARD R. SMITH

and F. O. Foubert each duly acknowledged to me that said corporation executed the same.

Lucille R. Knight
NOTARY PUBLIC

My commission expires 12/10/59

Residing at See Lake City Utah

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MOUNT OLYMPUS PARK, INCORPORATED

By M. Kenneth White
M. Kenneth White, President

By F. O. Foubert
F. O. Foubert, Secretary

SECURITY TITLE COMPANY, Trustee

By N. Engle Nelson
Vice-President

By L. R. Knight
Secretary

M. Kenneth White
M. Kenneth White

Ada Marie White
Ada Marie White

STATE OF UTAH)
:SS
County of Salt Lake)

On the 31st day of July, 1958, personally appeared before me Rowland H. Merrill and Willard R. Smith, being by me duly sworn did say each for himself, that he, the said Rowland H. Merrill is the President and he the said Willard R. Smith is the Secretary of MOUNT OLYMPUS COVE, INCORPORATED, 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 Rowland H. Merrill and Willard R. Smith each duly acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

N. Engle Nelson
Notary Public

My commission expires 4-21-57 Residing at S. L. C, U.

STATE OF UTAH)
:SS
County of Salt Lake)

On the 17 day of Aug., 1958, personally appeared before me M. Kenneth White and F. O. Foubert who being by me duly sworn did say each for himself, that he, the said M. Kenneth White is the President and he, the said F. O. Foubert is the Secretary of MOUNT OLYMPUS PARK, INCORPORATED, 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 M. Kenneth White and F. O. Foubert each duly acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Lucille R. Knight
NOTARY PUBLIC

My commission expires 12/10/59 Residing at Salt Lake City, Utah

STATE OF UTAH,)
 :SS
County of Salt Lake,)

On the 31st day of JULY, 1958, personally appeared before me N. Gayle Nielson and L. R. Wright, who being by me duly sworn did say each for himself, that he, the said N. Gayle Nielson is the Vice-President and she, the said L. R. Wright is the Secretary of SECURITY TITLE COMPANY, Trustee, and that the within and foregoing instrument was signed in behalf of said company by authority of a resolution of its Board of Directors, and said N. Gayle Nielson and L. R. Wright each duly acknowledged to me that said company executed the same.

[Signature]
NOTARY PUBLIC



My commission expires 7-8-61 Residing at SALT LAKE CITY UTAH

STATE OF UTAH)
 :SS
County of Salt Lake,)

On the 17 day of Aug., A.D., 1958, personally appeared before me M. Kenneth White and Ada Marie White, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

My commission expires 12/10/59 Residing at Salt Lake City - Utah
