

RETURN TO - SECURITY TITLE CO.
ATTN: _____

FEB 13 1959

Recorded at 2:54 P. M.
Request of SECURITY TITLE COMPANY
Fee Paid Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 2.80 By J. J. [Signature] Deputy
Ref. _____

BOOK 1587 PAGE 331

R E S T R I C T I O N S

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 BALLARD SUBDIVISION, according to the 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, and as a part of the general plan for the improvements of said plat, the owners do hereby declare the property hereinabove described subject to the restrictions herein recited, which restrictions shall operate as a blanket encumbrance upon the said property or any part thereof, and all conveyances of said property, or any part thereof, shall be subject to said restrictions, which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, their successors and assigns and grantees, who are or become owners of any lots. The restrictions are as follows:

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 heights and a private garage for not more than two cars.

B. 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 setback line unless similarly approved.

C. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$14,000.00 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 1200 square feet for a one-story dwelling, nor less than 1800 square feet for a dwelling of more than one story.

D. 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 lines shown on the recorded plat. In any event 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, except that no building shall be located nearer than 8 feet and 12 feet respectively to the street property lines of said streets. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback 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 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 any other lot.

E. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

F. 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, also present irrigation ditch as indicated on lots thru wherever it passes.

(Continued)

Page #2 - BALLARD SUBDIVISION - Continued

G. No noxious or offensive trade or 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. The maximum heights on any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front setback line.

H. 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.

ARCHITECTURAL CONTROL COMMITTEE

I. MEMBERSHIP. The architectural control committee is composed of M. R. BALLARD, GERALDINE S. BALLARD, 755 Sunrise Avenue, M. R. BALLARD JR., 3601 Hermes Drive, Salt Lake City, Utah. 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.

J. 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 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.

GENERAL PROVISIONS

K. 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 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.

L. 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.

M. 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.

WITNESS OUR HANDS this 11th day of February, A.D. 1959.

BALLARD MOTOR COMPANY

By Melvin R. Ballard
MELVIN R. BALLARD, President

By Geraldine S. Ballard
GERALDINE S. BALLARD, Vice-President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 11th day of February, A.D. 1959 personally appeared before me MELVIN R. BALLARD and GERALDINE S. BALLARD, who being by me duly sworn did say each for himself, that he, the said MELVIN R. BALLARD is the President, and she, the said GERALDINE S. BALLARD is the Vice-President of BALLARD MOTORS COMPANY 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 MELVIN R. BALLARD, and GERALDINE S. BALLARD each acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

[Signature]
NOTARY PUBLIC
Residing at Salt Lake City, Utah.

My commission expires April 1961