

1650806

MAIL TO - Cannon - Papanikolas
205 20 21

BOOK 1609 PAGE 113

Recorded MAY 1 1959 at 2:06 P.M.
Request of _____

The Public Notary, Utah
Recorder of Deeds, Utah

R E S T R I C T I O N S \$ 4.90 By [Signature] Deputy

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 COTTONWOOD MEADOWS A, B & C AMENDED, 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.

- A. All lots in the tract shall be known and described as residential lots.
- B. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than detached single family dwellings not to exceed two stories in height and a private garage for not more than three (3) cars. The livable floor area shall be not less than 1400 square feet.
- C. No building, outhouse, garage, fence wall, fence, retaining wall or other structure of any kind shall be erected, constructed, placed, or maintained on said real property or any part thereof, nor shall there be any changes made to the exterior by way of alteration, addition, repairing, remodeling, or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications therefore, including front, side and rear elevations and floor plans for each floor and basement and two plot plans indicating and fixing the exact location of said structure or such altered structure on the lot with reference to the street and side lines thereof shall have first been submitted in writing for approval and approved in writing by a committee, which is provided for in Paragraph E.
- D. When the construction of any building on any lot is once begun work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this Declaration.
- E. The building and architectural committee shall be composed of Edward J. Holmes, Grant S. Jensen, Nick E. Papanikolas and John E. Papanikolas, or by a representative designated by a majority 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 with like authority. In the event said Committee, or its designated representative, fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it 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 of its designated representative, shall cease on and after January 1, 1981. 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. It is the intent of these Deed Restrictions to define the name 'Committee' wherever it appears in the Deed Restrictions, to mean the building and architectural Committee referred to in this paragraph.
- F. No building shall be located nearer than 20 feet to the front lot line. The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall be not less than sixteen (16) feet. On corner lots, no building shall be located nearer than fifteen (15) feet to the front lot line or nearer than twelve feet to the side street line. No building except a detached garage or other outbuilding located seventy (70) feet or more from the front lot line shall be located nearer than six (6) feet to any side lot line.

(continued)

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G. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The maximum height of 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. 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 structure of a temporary character be used as a residence. Nor shall any house be moved upon any lot or any part of a lot in this subdivision unless permission is given by the committee mentioned in paragraph E.

I. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasant, game birds, game fowl, or poultry (except as in paragraph J hereof permitted) shall be kept or maintained on any part of said property.

J. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lots, but not for any commercial use or purpose. The committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose unless and until authorized in writing by the committee, and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or other noisy fowl be kept for any purpose on any lot.

K. An easement five feet wide over the rear of each lot shall be reserved for utility installation and maintenance, irrigation ditches, drainage and waste water facilities. Agents maintaining, repairing, replacing or servicing any of the utilities or facilities as mentioned in this paragraph, shall have free access to the property described in the easements, and said agents shall not be held responsible for damage to or removal of fences, shrubs, plants, trees, out-buildings or retaining walls.

L. No signs, billboards, or advertising structures may be erected or displayed on any of the lots except that a single sign, nor 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, nor shall any trash, ashes or any other refuse be thrown or dumped on any lot or any part thereof.

WITNESS our hands this 29th day of April A. D., 1959.

CANNON-PAPANIKOLAS CONSTRUCTION COMPANY

By John E. Papanikolas
John E. Papanikolas, General Partner

By Grant S. Jensen
Grant S. Jensen

By Maxine B. Jensen
Maxine B. Jensen

By Edward J. Holmes
Edward J. Holmes

By Helen J. Holmes
Helen J. Holmes

HOLMES AND JENSEN, a partnership

By Grant S. Jensen
Grant S. Jensen, General Partner

By Edward J. Holmes
Edward J. Holmes, General Partner

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 27 day of April A. D., 1959, personally appeared before me JOHN E. PAPANIKOLAS, who being by me duly sworn, did say that he is a General Partner of the firm of CANNON-PAPANIKOLAS CONSTRUCTION COMPANY, a Partnership, and that the foregoing instrument was signed in behalf of said partnership and the said JOHN E. PAPANIKOLAS duly acknowledged to me that he executed the same for and in behalf of said partnership.

My Commission Expires: _____
NOTARY PUBLIC
Residing in: Salt Lake City, Utah

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 27 day of April A. D., 1959, personally appeared before me GRANT S. JENSEN and MAXINE B. JENSEN, his wife; EDWARD J. HOLMES and HELEN J. HOLMES, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: 7.13.1961
NOTARY PUBLIC
Residing in: Salt Lake City, Utah

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 27 day of April A. D., 1959, personally appeared before me GRANT S. JENSEN and EDWARD J. HOLMES, who being by me duly sworn, did say that they are the General Partners of the firm of HOLMES AND JENSEN, a partnership, and that the foregoing instrument was signed in behalf of said partnership, and the said GRANT S. JENSEN and EDWARD J. HOLMES, duly acknowledged to me that they executed the same for and in behalf of said partnership.

My Commission Expires: _____
NOTARY PUBLIC
Residing in: Salt Lake City, Utah