

* * * * RESTRICTIVE COVENANTS APPLYING TO BOWTHORPE SUBDIVISION * * * *

HAROLD F. BOWTHORPE and ANNA P. BOWTHORPE, his wife;
and PIERCE H. BOWTHORPE, their son;
VAUGN A. CLAYTON and MARJORIE P. CLAYTON, his wife;
MORRIS N. JENSEN and GENEVE P. JENSEN, his wife;
C. EDSEL THOLEN and ZETTA C. THOLEN, his wife;
and MELVIN REICHEL and BETTIE REICHEL, his wife,
MARY ANN BOWTHORPE,

-to-

WHOM IT MAY CONCERN:

RECITES:

That we, the undersigned, are the owners of that certain tract of land situated in Salt Lake County, Utah, described as follows:

All of BOWTHORPE SUBDIVISION, being a part of Sections 10 and 11, 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 and for the benefit that will or may accrue to them in the disposition of the lots aforesaid, said contract purchasers do hereby covenant with all persons who may become owners of the parcels of land within or a part of the above described property purchased from or through them and do hereby restrict the use of the property to those used which are hereinafter set forth.

1. LAND, USE AND BUILDING TYPE: All the lots in said tract shall be known and described as residential lots and shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed 1½ stories in height, and 1 two (2) car garage.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing location of the structure with respect to said lot, have been approved by Harold F. Bowthorpe or his assigns, as hereinafter provided, as to the type and quality of workmanship and materials, harmony of external design with existing structures and as to locations with respect to topography and finished grade elevation. Elevations and building location and finished grades must be shown on a plot plan by a Certified Engineer, or Architect. No fences or walls shall be erected, on any lot unless approved by Harold F. Bowthorpe or his assigns, as hereinafter provided.

3. COST OF DWELLING: No dwelling shall be permitted on any lot at a cost of less than \$20,000.00, based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and the purpose of the covenants 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 the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than 30 feet or nearer than 8 feet on one side and 10 feet on the other side of any one lot with respect to side yard lines. No building shall be located nearer than 20 feet to the street property lines of said streets. No building shall be located nearer than 8 feet from the interior lot line which shall include garages and other necessary buildings.

The purposes of this covenant with respect to eaves, steps and open porches shall not be considered as part of the building. Provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon another lot.

5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot or portion of a lot having an area of less than 7,000 square feet. (10,000 square feet)

6. EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.

7. NUISANCES: No noxious or offensive activity or trade shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance or a public or private nuisance to the neighborhood.

* * * continued * * *

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8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time for residential purposes, either temporarily or permanently.

9. No animals of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

10. MEMBERSHIP COMMITTEE: The architectural control committee will be composed of Harold F. Bowthorpe and Pierce H. Bowthorpe, his son, or if neither is not available to act, either through death or incapacity or lack of further interest in the subdivision, then the persons interested may elect a representative to act for them, each lot having one vote. None of the persons acting for the property holders of the above described property shall be entitled to any compensation for any services performed.

11. It is understood that when Harold F. Bowthorpe or Pierce H. Bowthorpe, is not available that the then record owners of a majority of the lots shall have the power at any time to change the representative designated to act for them.

12. PROCEDURE: The approval or disapproval of the plans as required in these covenants shall be in writing. In the event the authorized person fails to approve or disapprove within 30 days after the plans and specifications have been submitted to him or if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the covenants shall be deemed to have been fully complied with.

13. 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 25 years from the date these covenants are recorded.

14. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant whether to restrain violations or to recover damages.

15. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the covenants or other provisions which shall remain in full force and effect.

16. EXCEPTIONS:

1. So long as Harold F. and Anna P. Bowthorpe reside on Lot 8, they shall be permitted to retain the existing "fruit stand", to assist in the sale of fruit raised by them as a source of livelihood.

2. Lot 14 shall be exempt from Section 5 only. All other covenants shall apply. This exceptions is being made because of the extreme size (27,000 square feet) of this lot.

Harold F. Bowthorpe
Anna P. Bowthorpe
Pierce H. Bowthorpe
Vaughn A. Clayton
Marjorie P. Clayton

Mary Ann Bowthorpe

Morris N. Jensen
Geneve P. Jensen
C. Edsel Tholen
Zetta C. Tholen
Melvin Reichtel
Bettie Reichtel

BOWTHORPE,

Ack'd. May 4, 1959 Mary Ann/ and HAROLD F. BOWTHORPE and ANNA P. BOWTHORPE, his wife; and PIERCE H. BOWTHORPE, their son; VAUGHN A. CLAYTON and MARJORIE P. CLAYTON, his wife; MORRIS N. JENSEN and GENEVE P. JENSEN, his wife; C. EDSSEL THOLEN and ZETTA C. THOLEN, his wife; MELVIN REICHEL and BETTIE REICHEL, his wife; before me, and that the signers of the within instrument duly acknowledged that they executed the same.

Virgil A. Simon
NOTARY PUBLIC

RESIDING AT: Salt Lake City
MY COMMISSION EXPIRES: Dec. 18, 1962