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BOOK 1723 PAGE 661  
Recorded at Request of Wally JACOBSON INC.  
at 1:36 P M Fee Paid \$ 4.00  
NELLIE M. JACK, Recorder Salt Lake County, Utah  
By J. Casselma Dep. Rec. 223 E. 33rd St.

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,  
RESTRICTIONS AND CONDITIONS

223 E. 33rd St.

TO WHOM IT MAY CONCERN:

The undersigned, being all of the owners of the lands hereinafter described, desiring to protect the residential character and use thereof, does hereby make this declaration of protective covenants, agreements, restrictions, and conditions as follows:

WHEREAS, the undersigned are the legal and beneficial owners of the following described real property situated in Salt Lake County, State of Utah:

Lots 1 through 13, inclusive, Belmont Heights Subdivision No. 1, a subdivision located in the North West Corner of Section 4, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

WHEREAS, the undersigned are about to sell the said described property, which they desire to subject to certain conditions, covenants and agreements between them and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth.

NOW THEREFORE, the undersigned declares that the property described above is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, covenants, conditions, and agreements between them and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

1. 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 height and a private garage for not more than two cars.

2. 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 an architectural control committee, composed of Wallace V. Jacobson, Margene D. Jacobson, and Robert Gordon, 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. Approval shall be as provided in paragraph 3.

3. A majority of the architectural control 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. 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.

4. No dwelling shall be permitted on any lot unless such building contains at least 900 square feet, exclusive of garages.

5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 25 feet and 20 feet respectively. A side yard shall be maintained which shall not be less than 8 feet on one side and 12 feet on the other side, for a total of 20 feet, provided however, that side yards may be not less than 8 feet on each side, for a total of 16 feet where the residence has an attached garage or carport. No residence shall be located on any interior lot nearer than 25 feet to the rear lot line.

6. Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat and over the rear five feet of each lot. No permanent structure shall be erected over said easements.

7. No noxious or offensive 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.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No oil drilling, oil development, quarrying or mining operations of any kind shall be permitted upon or in any lot.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

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

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded corner from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

14. 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 said time 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 have been recorded, agreeing to change said covenants in whole or in part.

15. Enforcement of these covenants shall be by proceedings at law or inequity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16. Invalidation of any one of the covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and affect.

17. These covenants are drawn and recorded to amend Paragraph 5 of similar covenants previously recorded in the office of the Salt Lake County Recorder, Book 1718, Pages 260, 261, and 262.

WALLY JACOBSON, INC.,  
a Utah Corporation

BY: Wallace V. Jacobson  
Wallace V. Jacobson, President

BY: Margene D. Jacobson  
Margene D. Jacobson, Secretary



STATE OF UTAH )  
 )ss  
County of Salt Lake)

On the 7th day of July, 1960, personally appeared before me, Wallace V. Jacobson, who being by me duly sworn, did say for himself that he, the said Wallace V. Jacobson is the President, and she, the said Margene D. Jacobson, is the Secretary of Wally Jacobson, Inc., a Utah Corporation, 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 Wallace V. Jacobson and Margene D. Jacobson each duly acknowledged to me that said corporation executed the same and the seal affixed is the seal of said corporation.

My Commission Expires March 2, 1963

DeWayne L. Harding  
DeWayne L. Harding, Notary Public  
Residing in Salt Lake County, Utah

