

Recorded at Request of American Housing Corp. **OCT 18 1960**

at 4.00 M Fee Paid 4.00 NELLIE M. JACK, Recorder Salt Lake County, Utah

1740263

By F. Amalson Dep. Rec.

3530 So. Market St. Ogden

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ROLLING MEADOWS NO. 1, AMENDED

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the American Housing Corporation, the Award Homes, Inc., Orlyn U. Bennion and Thelma B. Bennion, also known as Mary Thelma Bennion, husband and wife, are the owners of the following described real estate located in Salt Lake County, State of Utah: to-wit:

Description: All of Lots 1 through 33 inclusive, and Lots 34 through 53 inclusive, ROLLING MEADOWS NO. 1, AMENDED, a subdivision according to the plat thereof, 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:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for thirty years from date of recordation, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

Enforcement of these Covenants 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.

Invalidation of any 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.

A- All lots in the tract shall be known and described as residential lots and no structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single or double-family dwelling not to exceed one and one-half stories in height and a private garage for not more than three cars; except that double family dwellings shall not be erected anywhere in the tract other than Lots 24 through 28, and private garages for not more than four cars on said lots.

B- No building shall be erected or altered on any building plot in this subdivision 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 subdivision, and as to location of the building with respect to topography and finished ground elevations by Robert D. Klein, Vern C. Hardman, Jr. and a representative of American Housing Corporation. 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. The powers and duties of the committee, or its successor shall cease on and after thirty years from date of recordation of these covenants. 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 a majority of the then record owners 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.

C- No building shall be located on any residential building plot nearer than 25 feet to the frontlot line, nearer than 20 feet to any side street line, or side yard lines, nearer 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 not be less than 8 feet on each side for a total of 16 feet, where the residence has an attached garage or a carport. In the case of an attached garage, it shall be no nearer than 20 feet to any side street line or nearer than 8 feet to any side lot line. No detached garage shall be nearer to any rear dwelling line than 6 feet, nearer than 20 feet to any side street line, or nearer than 2 feet to any side or rear lot line, except the building on Lot 34 shall be no nearer than 16 feet to the side street line.

D- No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 60 feet at the front building setback line.

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E- No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F- 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, or for housing pigs, cows, horses, pigeons, or poultry, none of which shall be kept on the property. Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

G- One family structures consisting of one story shall not be smaller than 1200 square feet exclusive of porches and garages. One family one and one-half-story structures shall not be smaller than a total of 1100 square feet exclusive of the basement area, porches and garages. One story two family structures shall not be smaller than a total of 1700 square feet. One and one-half story two family structures shall not be less than 1500 square feet exclusive of basement area, porches and garages.

H- No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

I- 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.

J- An easement is reserved over each lot as shown on the recorded plat for utility installation and maintenance.

WITNESS the hands of said owners this 12th day of October, 1960.

ATTEST:

G. R. Truman
Secretary

AMERICAN HOUSING CORPORATION

BY [Signature]
President

ATTEST:

AWARD HOMES, INC.


BY [Signature]
President

Orlyn U. Bennion
ORLYN U. BENNION

Thelma B. Bennion
THELMA B. BENNION

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

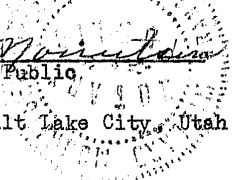
On the 12th day of October, 1960, personally appeared before H. J. Cassity A. R. Truman, who being by me duly sworn did say, each for himself, that he, the said H. J. Cassity is the president, and he, the said A. R. Truman is the secretary of American Housing Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said H. J. Cassity and A. R. Truman each duly acknowledged to me that said corporation executed the same and that the seal affixed hereto is the seal of said corporation.


H. J. Cassity
Notary Public
Residing at Salt Lake City, Utah

My commission expires: Dec 11-1961

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

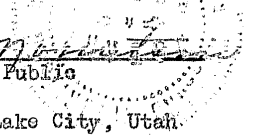
On the 12th day of October, A.D. 1960, personally appeared before me Robert D. Klein, who being by me duly sworn did say, that he, Robert D. Klein is the president of Award Homes, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Robert D. Klein duly acknowledged to me that said corporation executed the same.


H. J. Cassity
Notary Public
My residence is Salt Lake City, Utah

My Commission expires: Dec 11-1961

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 12th day of October, 1960, personally appeared before me Orlyn Udell Bennion and Thelma B. Bennion, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.


H. J. Cassity
Notary Public
Residing at Salt Lake City, Utah

My commission expires: Dec 11-1961