

1988733

2081

Recorded AUG 1 - 1963  
Department of State  
For PAUL HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
3,300 By [Signature] Deputy

INVESTIGATION BY THESE INSTRUMENTS

THAT WHEREAS the undersigned are the owners of the following described real estate located in Salt Lake County, State of Utah, to-wit:

HAYLARD SUBDIVISION NO. 1, according to the official plat thereof.

and are desirous of executing restrictions and covenants under them until June 1, 1993 affecting said property.

NOW THEREFORE, 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 single family residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one and one-half stories in height from street level and a private garage or carport for not more than two cars.

B. No building shall be erected, placed or altered on any building plot in the above described property 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 said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of the officers of H & W Construction Co. or by a representative designated by a majority of the members 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 within thirty days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, 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 or after June 1, 1993. 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 above described and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

C. No residential building shall be located on any residential building lot nearer than 25 feet to the front lot line, nearer than 8 feet to any side lot line, or nearer than 20 feet to any side street line. In the case of an attached garage or carport, it shall be no nearer than 10 feet to any side street line or nearer than 8 feet to any side lot line, total width of two side yards to be minimum of 16 feet. Placement of detached garages or permitted accessory buildings shall be as provided by Salt Lake County Uniform Zoning provisions.

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.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No provision shall be made upon any dwelling lot for the raising of poultry or the housing of cows, horses or other livestock.

F. The maximum height on any fence installed shall be 6 feet and shall not extend forward of the front or side street setback line of a dwelling at a height greater than 3 feet.

G. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

2081 441

Witness . . . .

H. The ground floor area of the main structure, exclusive of one-story open porch and passages, shall be not less than 1000 square feet in the case of a one-story, one family structure; nor less than 600 square feet in the case of a one and one-half story, one-family structure.

I. Provisions for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 foot or each lot.

J. 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 the hands of said owner this                    day of                    1963

M & H CONSTRUCTION COMPANY INC. A UTAH CORP.

BY *Cyrus O. Nelson Jr.* pres.

in the        1963    day of                    July                    , A.D. 1963  
personally appeared before me        Cyrus O. Nelson Jr. Pres.,

the signer of the within instrument, who duly acknowledged to me that he executed the same.

*Sam Rabin*  
Notary Public

My commission expires Dec. 21, 1966 Residing in Salt Lake County

