

1984844

2164 : 297

Recorded **MAR 10 1964** 10:44 a.m.

Request of **McGHE ABSTRACT & TITLE**

Fee Paid **HAZEL TAGGART CHASE**
Recorder, Salt Lake County, Utah

RESTRICTIVE COVENANTS, 5-70 By Deputy

Ref.

KNOW ALL MEN BY THESE PRESENTS:

That Gerald J. Creason and Viola M. Creason, husband and wife, of Salt Lake City, Utah and McGhie Abstract and Title, Inc., of Salt Lake City, Utah as Trustee are the owners of real property hereinafter described do hereby Declare that all of said lots described below shall be subject to and shall be conveyed subjected to the RESERVATIONS, RESTRICTIONS and COVENANTS shall be hereinafter set forth.

All of Lots one (1) through twenty-four (24), inclusive in WHITE TERRACE SUBDIVISION, according to the official plat on file and of record in the office of the County Recorder of Salt Lake County, State of Utah.

A - 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 a newly constructed one-family dwelling not to exceed one and one-half stories in height and a private garage or carport, for more than two cars, Except lots 1, 2, 3, and 4, which may be rezoned to R3 or R4 at the request of their owner or owners, on the approval of the Murray City Planning and Zoning Board. Any and all buildings erected on lots 1, 2, 3, and 4, exterior walls shall be of brick structure and erected in a manner that is compatible to all other residences in WHITE TERRACE SUBDIVISION .

A - 2

ARCHITECTURAL CONTROL. 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 the Architectural Control Committee 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 part B.

A - 3

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$16,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet and for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story, except lots 12 & 17 shall not be less than 800 square feet & cost not less than \$15,000.00.

A - 4

BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches, shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

A - 5

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet, except that a dwelling may be erected or placed on lots numbered 1, 2, 3, and 4 as shown on the recorded plat.

A - 6

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities

(Continued)

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WHITE TERRACE SUBDIVISION

are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A - 7

NUISANCES. 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, including the drying of clothes in carports or garages.

A - 8

TEMPORARY STRUCTURES. 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.

A - 9

PARKING. No over-night street parking of automobiles, trucks, trailers or any other type of licensed or unlicensed vehicle will be allowed on Lindon Way.

A - 10

SIGNS. 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.

A - 11

LIVESTOCK AND POULTRY. 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.

A - 12

GARBAGE AND REFUSE DISPOSAL. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A - 13

SIGHT DISTANCE AT INTERSECTIONS. 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 property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B - 1

MEMBERSHIP. The Architectural Control Committee is composed of Gerald J. Creason, 5614 Hillside Drive, Murray, Utah; Viola M. Creason, 5614 Hillside Drive, Murray; Bernard White, 5661 South State Street, Murray, Utah. A majority of the committee may designate a

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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.

B - 2

PROCEDURE. 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.

C - 1

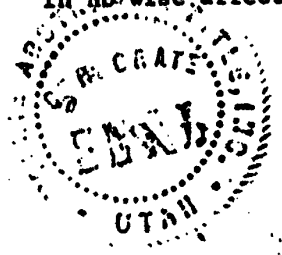
TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C - 2

ENFORCEMENT. Enforcement 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.

C - 3

SEVERABILITY. 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.



Gerald J. Creason
GERALD J. CREASON

Viola M. Creason
VIOLA M. CREASON

McGHIE ABSTRACT & TITLE, INC., TRUSTEE

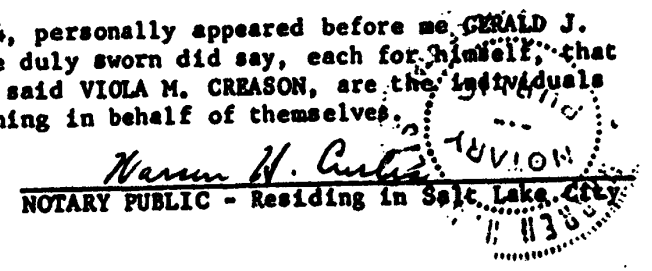
BY: W. C. McDermaid
W. C. McDERMAID, Secretary

BY: P. J. Sullivan
P. J. SULLIVAN, Vice-President

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 10th day of March, 1964, personally appeared before me GERALD J. CREASON and VIOLA M. CREASON, who being by me duly sworn did say, each for himself, that he, the said GERALD J. CREASON, and she, the said VIOLA M. CREASON, are the individuals within the foregoing instrument, and are signing in behalf of themselves.

Commission Expires: 5-20-66



STATE OF UTAH)
COUNTY OF SALT LAKE) ss

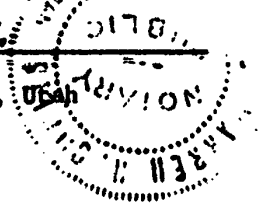
On the 10th day of March, 1964, personally appeared before me P. J. SULLIVAN and W. C. McDERMAID who by me duly sworn did say, each for himself, that he

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the said P. J. SULLIVAN is the Vice-President, and he, the said W. C. McDERMAID is the Secretary of the MCGHIE ABSTRACT & TITLE, INC., TRUSTEE, 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 P. J. SULLIVAN and W. C. McDERMAID each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Warren H. Curlier
NOTARY PUBLIC
Residing in - Salt Lake City, Utah



My commission Expires: 5-20-66