

BOOK 2445 PAGE 317

Recorded APR 1 1966 at 1:03 P
Request of *Halmes & Jensen*
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 4.00 By *Alynn Jensen* Deputy
Ref. *Box 721 - City 10*

2149503

DECLARATION OF RESTRICTIONS

Whereas, a subdivision known as WESTWARD TERRACE SUBDIVISION, No. 3, has been created and a plat thereof recorded in the office of the Salt Lake County Recorder,

Whereas, the owners are desirous of creating restrictions and covenants affecting said property. Now therefore, in consideration of the premises and as a part of the general plan for the improvement of Westward Terrace Subdivision #3, the owners do hereby declare the property subject to blanket encumbrance upon said property or any part thereof and all conveyance of said property on any part thereof shall be subject to said restrictions which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, its successors and assigns and grantees, who are or become owners of any lots in said subdivision. The restrictions are as follows:

A: All lots in the tract shall be known and described as residential lots.

B. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than detached single family dwellings not to exceed two stories in height and a private garage or carport for not more than three cars. The livable floor area shall be not less than 900 square feet for one story and split design residence.

C. No building, outhouse, garage, fence wall, fence, retaining wall or other structure of any kind shall be erected, constructed, placed, or maintained on said real property or any part thereof, nor shall there be any changes made to the exterior by way of alteration, addition, repairing, remodeling, or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications therefore, including front, side and rear elevations and floor plans for each floor and basement and two plot plans indicating and fixing the exact location of said structure or such altered structure on the lot with reference to the street and side lines thereof shall have first been submitted in writing for approval and approved in writing by a committee, which is provided for in Paragraph E.

D. When the construction of any building on any lot is once begun work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this Declaration.

E. The building and architectural committee shall be composed of Edward J. Holmes, Grant S. Jensen and Paul H. Holmes, or by a representative designated by a majority 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, or to designate a representative with like authority. In the event said Committee, or its designated representative, fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it 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. 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. It is the intent of these Deed

Restrictions to define the name "Committee" wherever it appears in the Deed Restrictions, to mean the building and architectural Committee referred to in this paragraph.

F. No building shall be located nearer than 25 feet to the front lot line. The minimum side yard for any dwelling shall be eight feet and the total width of the two required side yards shall be not less than sixteen feet. On corner lots, no building shall be located nearer than twenty-five feet to the front lot line or nearer than twenty feet to the side street line. No building except a detached garage or other outbuilding located sixty five feet or more from the front lot line shall be located nearer than six feet to any side lot line.

G. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The maximum height of any fence shall be seven feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have power to grant variances to extend beyond the front setback line provided no protest is lodged against it by any abutting property owners within ten days of their notification by this committee.

H. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall be at any time as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Nor shall any house be moved upon any lot or any part of a lot in this subdivision unless permission is given by the Committee mentioned in paragraph E.

I. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as in paragraph J hereof permitted) shall be kept or maintained on any part of said property.

J. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lots, but not for any commercial use or purpose. The committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose unless and until authorized in writing by the committee, and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or other noisy fowl be kept for any purpose on any lot.

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

L. No signs, billboards, or advertising structures may be erected or displayed on any of the lots except that a single sign, not more than 3' x 5' in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected, nor shall any trash, ashes or any other refuse be thrown or dumped on any lot or any part thereof.

M. 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 majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

N. 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.

O. 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.

P. 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 of disposal of such material shall be kept in a clean and sanitary condition.

Q. 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.

Holmes and Jensen, Inc., Owner

Attest: Grant S. Jensen
Sec.

Edward J. Holmes - Pres.

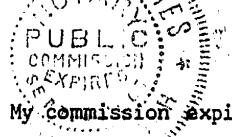
Attest: Gordon H. Dick
Sec.

Security Title Co., Trustee

N. Gayle Nielson
Vice-Pres.

STATE OF UTAH,) ss.
(County of Salt Lake)

On the 30th day of March, 1966, personally appeared before me Edward J. Holmes and Grant S. Jensen who being by me duly sworn did say, each for himself, that he, the said Edward J. Holmes is the president, and he, the said Grant S. Jensen is the secretary of Holmes and Jensen, 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 Edward J. Holmes and Grant S. Jensen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

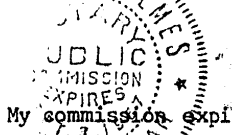


Bernice E. Walker
Notary Public

My commission expires September 3, 1967

STATE OF UTAH) ss
County of Salt Lake)

On the 31st day of March, A.D. 1966 personally appeared before me N. Gayle Nielson and Gordon H. Dick who being by me duly sworn did say, each for himself, that he, the said N. Gayle Nielson is the Vice-President, and he, the said Gordon H. Dick is the Secretary of Security Title Company, 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 N. Gayle Nielson and Gordon H. Dick each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Bernice E. Walker
Notary Public

My commission expires September 3, 1967

Residing in Salt Lake County, Utah