

2727954

Recorded JUL 23 1975 at 1:54 P. m.
Request of Kirton Company
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 960 By CW Mabery
REF. _____

336 So 3rd E
84111

BRIGHTON HILLS NO. 4 SUBDIVISION
RESTRICTIVE COVENANTS

KIRTON LAND AND INVESTMENT CORPORATION, a Utah corporation, DAVID K. RICHARDS & COMPANY, a Utah corporation, DAVID K. RICHARDS and SHARON P. RICHARDS, his wife, EDWARD B. EREKSON and LOUISE B. EREKSON, his wife, ALMA O. EREKSON and ST. CLAIRE M. EREKSON, his wife, and ZELPH Y. EREKSON and IRENE T. EREKSON, his wife, the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Lots 1 through 39, BRIGHTON HILLS NO. 4 SUBDIVISION, a subdivision of Salt Lake County, State of Utah, according to the official plat thereof on file and of record at the office of the Salt Lake County Recorder.

do hereby place the hereinafter designated restrictive covenants upon all of the lots of said subdivision:

I

Lots 1 through 39 shall be known as "residential lots." No structure shall be erected, altered, placed or permitted to remain on any "residential lot" other than one detached single family dwelling, a private garage, a guest house and out-buildings for pets as hereinafter described.

No residential structure, nor any part thereof shall be erected, altered, placed or permitted to remain on any parcel of land containing less than an entire residential lot, unless said parcel shall have a width of at least 105 feet at the front building set back line.

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of CHARLES R. KIRTON and other members selected by him or by a representative designated by the members of said committee. In the event of death or resignation of any members 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 all members of said

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committee die or in the event the committee ceases to function, then 50 percent of the owners of the lots in said subdivision shall have the right to elect a committee. In the event said committee, or its designated representative fails to approve or disapprove such design and location 30 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 have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully satisfied. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. This committee shall have the right to vary the requirements as set forth in Section II, but said variance shall not be valid unless obtained in writing.

II

Every detached single family dwelling erected on any one of the above described residential lots shall have a minimum area above the ground of 1,450 square feet, exclusive of garages and open porches. No two-story structures shall be built on any lot without the express consent of the architectural committee. Said consent shall be granted only where it is deemed by the architectural committee that the second story shall not adversely affect the view of the city or mountains from the other lots.

III

No outbuilding shall be erected, altered, placed or permitted to remain nearer than eight (8) feet to either side line of a lot unless no portion of said building extends nearer to the street line than sixty-five (65) feet.

The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall be not less than eighteen (18) feet. Other main buildings shall have a minimum side yard of twenty (20) feet and the total width of the two yards shall be not less than forty (40) feet. The minimum side yard for a private garage shall be eight (8) feet, except that private garages and other accessory buildings located in the rear and at least six (6) feet away from the main building shall have a minimum side yard of not less than one (1) foot, provided that no private garage or other accessory building shall be located closer than ten (10) feet to a dwelling on an adjacent lot. On corner lots, the side yard, which faces on a street for both main and accessory buildings shall be not less than twenty (20) feet or the average of existing buildings where fifty (50) percent or more of the frontage is developed but in no case less than fifteen (15) feet or be required to be more than twenty (20) feet.

IV

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

V

No trailer, basement, tent, shack, garage, barn or other out-building erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

VI

Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches, and maintenance. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc., over such easements, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along such easements.

VII

No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

VIII

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without approval as hereinafter set forth.

No fence, walls, or hedge over six (6) feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this section may be waived or nullified by consent of architectural committee or by the owners of more than fifty (50) percent of the numbered lots within this subdivision obtained in writing.

IX

No structure shall be moved onto any residential building site hereinbefore described or any part thereof unless it meets with the approval of one hundred percent (100%) of the fee title holders of other lots in this subdivision, such approval to be given in writing.

X

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 builder to advertise the property during construction and sales period.

XI

Oil drilling, oil development operations; refining mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

XII

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.

XIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, 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 building sites covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, KIRTON LAND AND INVESTMENT CORPORATION
has hereunto set its hand and official seal this 23rd day of
July, 1975.

KIRTON LAND AND INVESTMENT CORPORATION

Edward B. Ereksom
Edward B. Ereksom

BY Charles R. Kirton
Charles R. Kirton, President

Louise B. Ereksom
Louise B. Ereksom

DAVID K. RICHARDS & COMPANY

BY Franklin D. Richards
Franklin D. Richards

Alma O. Ereksom
Alma O. Ereksom

BY Edwin W. Blackhurst
Edwin W. Blackhurst

St. Claire M. Ereksom
St. Claire M. Ereksom

ATTORNEYS IN FACT

Zelph Y. Ereksom
Zelph Y. Ereksom

DAVID K. RICHARDS

BY Franklin D. Richards
Franklin D. Richards

Irene T. Ereksom
Irene T. Ereksom

BY Edwin W. Blackhurst
Edwin W. Blackhurst

ATTORNEYS IN FACT

SHARON P. RICHARDS

BY Franklin D. Richards
Franklin D. Richards

BY Edwin W. Blackhurst
Edwin W. Blackhurst

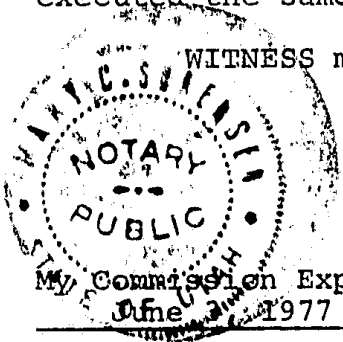
ATTORNEYS IN FACT

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STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 23rd day of July, 1975, personally appeared before me CHARLES R. KIRTON, who being first duly sworn, did depose and say that he is the President of KIRTON LAND AND INVESTMENT CORPORATION and that he executed the foregoing Restrictive Covenants on behalf of said corporation and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

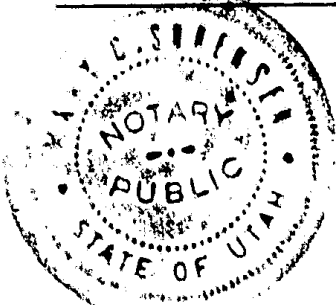


Mary C. Sorensen
Notary Public in and for the State of
Utah residing at Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 23rd day of July, 1975, personally appeared before me FRANKLIN D. RICHARDS and EDWIN W. BLACKHURST, aka E. W. BLACKHURST, who being duly sworn, did say, each for himself, that he is the Attorney in Fact of DAVID K. RICHARDS & COMPANY, and that the within and foregoing instrument was signed for and in behalf of said corporation, and said FRANKLIN D. RICHARDS and EDWIN W. BLACKHURST, each for himself, acknowledged to me that said corporation duly executed the same.

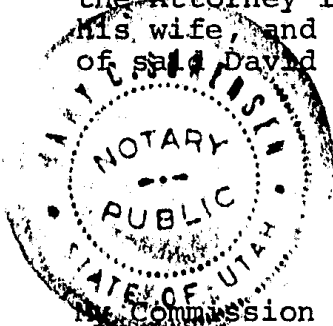
My Commission Expires:
June 3, 1977



Mary C. Sorensen
Notary Public in and for the State of
Utah, residing at Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 23rd day of July 1975, personally appeared before me FRANKLIN D. RICHARDS and EDWIN W. BLACKHURST, aka E. W. BLACKHURST, who being duly sworn on oath, did say, each for himself, that he is the Attorney in Fact for DAVID K. RICHARDS and SHARON P. RICHARDS, his wife, and that he executed the within instrument for and in behalf of said David K. Richards and Sharon P. Richards, his wife.



Mary C. Sorensen
Notary Public in and for the State of Utah, residing at Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt lake)

On the 23rd day of July 1975, personally appeared before me EDWARD B. EREKSON and LOUISE B. EREKSON, his wife, ALMA O. EREKSON and ST. CLAIRE M. EREKSON, his wife, and ZELPH Y. EREKSON and IRENE T. EREKSON, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Mary C. Sorensen
Notary Public in and for the State of Utah, residing at Salt Lake City, Utah

My Commission Expires:
June 3, 1977

