

Mail to: Prudential Service Corp
115 South Main Suite 420
Salt Lake City, Utah 84111

Recorded **OCT 4 1976** of *228*
Request of SECURITY TITLE COMPANY
Fee Paid KATIE L. DIXON
Recorder, Salt Lake County, Utah

2062868 DECLARATION OF BUILDING AND USE RESTRICTIONS
By *Patricia L. Brown* Deputy
Ret. *Patricia L. Brown*

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owner of FEDERAL HEIGHTS, PLAT "E" SUBDIVISION, located in Salt Lake County, State of Utah, and described as follows:

BEGINNING at the Northeast corner of Lot 1, Federal Heights Plat "C" Subdivision, a Subdivision located in the Southeast 1/4 of Section 33, Township 1 North, Range 1 East Salt Lake Base and Meridian and running thence North 50°34'14" East 23.26 feet to the Northeast corner of L.J. & C.H. Sweet's property; thence North 53°24'32" West along the North line of said property 319.83 feet to a point of a .659.04 foot radius curve to the left; thence Westerly along the arc of said curve 551.16 feet to a point of a compound curve to the left, the radius point of which is South 11°19'32" East 1,047.13 feet; thence Southwesterly along the arc of said curve 486.12 feet; thence North 38°48' West 117.998 feet; thence North 51°12' East 8.0 feet to a point of a 1,210.0 foot radius curve to the right; thence Northeasterly along the arc of said curve 342.12 feet; thence North 22°36' West 186.20 feet; thence North 62°00' East 137.934 feet; thence North 15°00' West 130.307 feet; thence North 89°58'03" East 781.79 feet; thence South 23°00' West 92.66 feet; thence South 30°00' East 214.088 feet to a point of a curve to the right, the radius point of which is South 30°00' East 250.0 feet; thence Northeasterly along the arc of said curve 104.72 feet to a point of tangency; thence North 84°00' East 10.0 feet; thence South 6°00' East 109.21 feet; thence South 55°00' East 238.653 feet; thence North 70°00' East 111.06 feet; thence South 169.325 feet; thence North 74°00' West 29.607 feet; thence South 66°00' West 134.725 feet to a point of a curve to the right; the radius point of which is South 54°41'47" West 630.0 feet; thence Southeasterly along the arc of said curve 262.92 feet to a point of tangency; thence South 11°23'32" East 162.26 feet; thence South 78°36'28" West 60.0 feet; thence North 11°23'32" West 134.86 feet; thence North 49°23'32" West 282.08 feet to the point of beginning

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions and restrictions:

1. Lots 1 through 26 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, and out buildings for pets as hereinafter described.

No residential structure, or any part thereof, shall be erected, altered placed or permitted to remain on any parcel of land containing less than an entire residential lot.

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plans showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of H. M. CALVERT, ALAN F. HOLBROOK and STEPHEN P. TERRY and other members selected by them or by their representatives designated by 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, or to designate a representative with like authority. In the event all the members of said committee die, or in the event the committee ceases to function, then 56% 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 representatives, fails to approve or disapprove such design and location thirty (30) days after said plans

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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 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. This committee shall have the right to vary the requirements as set forth in Section 2, but said variance shall not be valid unless obtained in writing.

2. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 1,600 square feet for a single level residence, and 1,000 square feet for each floor for a mult-level residence.

3. The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall not be less than twenty (20) feet.

4. No residential structure shall be erected or placed on any building site which has an area of less than 10,000 feet.

5. 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 may become an annoyance or nuisance to the neighborhood.

6. No trailer, tent, shack, garage, barn or other outbuilding 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.

7. 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 easement, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along such easements.

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

9. 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, or hedge over seven (7) 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 the owners of more than a majority of the numbered lots within this subdivision obtained in writing.

10. No structure shall be moved into 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, with such approval to be given in writing.

11. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales periods.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and 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.

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13. Every lot owner shall provide a sump on his own lot to adequately handle and dispose of all rain water and snow runoff from the roofs and patios of all buildings constructed on said lot and shall not allow said drain water and runoff to flow into another lot.

14. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (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 proceeding at law or in equity against the person or persons violating or attempting to violate such Covenants, 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 judgements or court orders shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED at Salt Lake City, Utah this 27th day of September, 1976.

PRUDENTIAL SERVICE CORPORATION

By H. M. Calvert
Title: President

ATTEST:

John B. Anderson
Title: Secretary

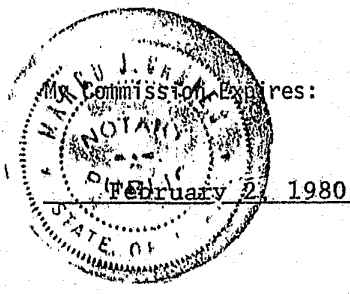
ALAN F. HOLBROOK
ALAN F. HOLBROOK

MARILYN M. HOLBROOK
MARILYN/M. HOLBROOK

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 27th day of September, 1976, personally appeared before me H. M. Calvert and John B. Anderson, who each having been by me duly sworn did say that ne, the said H. M. Calvert is the President and that he, the said John B. Anderson is the Secretary of PRUDENTIAL SERVICE CORPORATION, a Utah 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 the said H. M. Calvert and the said John B. Anderson, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

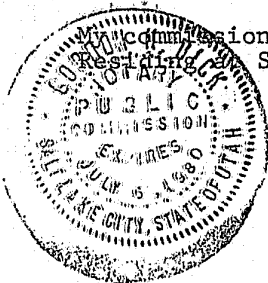
Margaret Proves
Notary Public
Residing in Salt Lake City, Utah



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STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 27th day of September, 1976, personally appeared before me, ALAN F. HOLBROOK and MARILYN M. HOLBROOK, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.



My commission expires: 7-6-80
Residing at Salt Lake City, Utah NOTARY PUBLIC

Gordon F. Dick