

3263528

RESTRICTIVE COVENANTS

WHEREAS, E. KEITH HOWICK, is the owner of the following described real property, to wit:

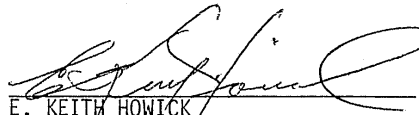
Lot 1 to 48, inclusive, SEVEN SPRINGS SUBDIVISION, according to the official plat thereof, recorded in Book 79-2 of Plats at Page 39, records of Salt Lake County, Utah.

NOW THEREFORE, in consideration of the premises and as part of the general plan for improvement of said property, the undersigned hereby declares the property hereinabove described subject to the restrictions and covenants herein recited. The Grantee to each lot or property in said subdivision, his heirs, assigns or successors in interest, hereby accepts and covenants to observe and be bound by all the following said restrictions and covenants:

1. No dwelling shall be constructed with less than 2400 square feet of livable under-roof floor space.
2. No mobile homes, motor homes, house trailers, or any other such means shall be used as a dwelling upon said property.
3. Horses are allowed; but no grantee shall have more than two horses per acre or portion thereof.
4. The premises shall not be used or occupied for any use which constitutes a public nuisance or for any use which is publicly noxious or offensive by reason of emission of dust, order, etc.
5. All parcels are subject to existing rights of way and easements of record for roads and public utilities.
6. All roads are private, except Wasatch Boulevard; and as such, all maintenance on said roads is the responsibility of the property owner. Other property grantee's may enforce individual grantees' proportionate participation in road maintenance by legal action.
7. Grantees may form a Home Owners Association to their benefit if they desire. Membership in same would be voluntary; its laws, rules, regulations and by-laws shall be determined by the Association so long as same are not in conflict with these covenants and restrictions. The Association may enforce #6 above on non-member grantees.
8. The grantee will be responsible for providing for appropriate drainage plans and provisions on grantee's property to adequately control runoff created by grantee's creation of impervious surface.
9. These covenants and restrictions shall be in addition to any and all regulations of appropriate governmental agencies and those contained on the official plat of the Subdivision.
10. These restrictive covenants shall run perpetually.

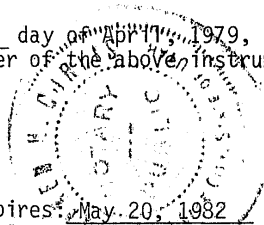
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.


Dated: April 9th, 1979


E. KEITH HOWICK

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 9th day of April, 1979, personally appeared before me E. Keith Howick, the signer of the above instrument, who duly acknowledged to me that he executed same.




NOTARY PUBLIC

My Commission Expires: May 20, 1982
Residing at: Salt Lake City, Utah

BOOK 4843 PAGE 1081

GT 31834

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

APR 12 9 21 AM '79

GUARDIAN TITLE CO.
REF _____

25/70
David Dione
DAVID DIONE