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REC'D OF Salt Lake County
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Open to Public

Aug 6 9 44 AM '79

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

2550
S.L. 9/1/79

RESTRICTIVE COVENANTS FOR PERSIMMON TREE SUBDIVISION

3317522

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned is the owner of the following described property in Salt Lake County, State of Utah, to-wit:

Lots 1 through 27 of PERSIMMON TREE SUBDIVISION located in the Northwest quarter of Section 36, Township 2 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declares the property herein described, subject to the following restrictions and covenants:

1. PERSONS BOUND BY THESE RESTRICTIONS: All covenants and restrictions herein stated shall run with the land and all fee owners thereof shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1st., 2001, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part, provided that at any time after January 1, 2001, the owners of 3/4 of said lots may release any or all of the lots hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying the restriction(s) released and by filing said agreement with the office of the Salt Lake County Recorder. The owners of 100% of said lots may file such an agreement at any time.

2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and appurtenant purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories or thirty-five (35) feet in height, and private garages for not less than two and for not more than four vehicles. No carports shall be permitted unless exception is given by the Architectural Control Committee.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on a lot having a fair market value of less than \$125,000.00, including the lot, based upon costs and value levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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. The ground floor area of the main structure shall be not less than 2100 square feet for a one-story dwelling, and not less than 1500 square feet for a dwelling of more than one story. Exceptions to the above requirements must be approved in writing by the Architectural Control Committee. Measurement of ground floor area shall be exclusive of open porches and garages.

4. COMPLIANCE WITH ZONING ORDINANCES OF SALT LAKE COUNTY: All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of the Salt Lake County Zoning Ordinances and codes unless otherwise modified by the covenants herein contained.

5. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, or other out building shall be used at any time within said subdivision as a temporary or permanent residence. No structure shall be moved onto any of said residential lots unless it meets with the approval of the Architectural Control Committee hereinafter referred to.

6. LIGHTING: Each homeowner shall be required to maintain a decorative gas or electric lamp post with name plate and/or address plate which can be seen from the street. The purpose of this requirement is to enhance the value and attractiveness of the subdivision and promote safety.

BOOK 4916 PAGE 48

7. NUISANCES

A. 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. No short-wave radio antenna may be constructed or attached.

B. Pets. No barn, coop, shed, sty, or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision excepting only household pets.

C. Storage. Storage of any articles is permitted only in enclosed areas designed for storage. No storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up truck which may be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages or in the rear of side yard portion of each lot. Parking on the street is prohibited overnight.

D. Signs. No signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding 200 square inches displaying the name and profession of any professional man, and one sign not exceeding 4 square feet advertising the sale or lease of a lot or home. Other signs may be displayed during the construction and lot sales period.

E. Oil and Mining. There shall be no oil drilling, mining or quarrying operations of any kind permitted upon any lot.

F. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

8. EASEMENTS: Easements are reserved as shown on the recorded subdivision plat.

9. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 12 months. Cracked or damaged sidewalks, curb and gutters caused by building shall be replaced by lot owner, who has sole responsibility for cost of replacement. If lot owner fails to replace cracked or damaged sidewalk and curb and gutters upon 10 days written notice, the owner-developer has the option of making repairs and passing all costs of repair to the lot owner.

10. OAK

A. No oak may be removed except for construction of houses, driveways, walkways, without prior written approval of the Architectural Control Committee.

B. All homeowners with oak on their lots shall exercise caution for fire and are encouraged to provide water sprinklers or rainbirds where they can be effective in containing any fires. Also, all owners are encouraged to have at their disposal firefighting equipment, such as long hoses, fire extinguishers, etc.

11. BUILDING HEIGHT LIMITATIONS: Lots 5, 6, 7, and 8 shall be restricted to one story above street level.

12. ARCHITECTURAL CONTROL:

A. Approval Required. No building or structure (including a tennis court or swimming pool) shall be erected, altered, or placed on any lot until the construction plans and specifications and a plan showing the location thereof have been approved by the Architectural Control Committee as to quality of materials, harmony of external design with existing structures, and as to location. No fence or wall shall be erected, altered or placed on any lot nearer to any street than the minimum setback line unless similarly approved.

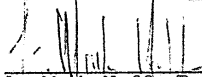
B. Procedure. The Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 15 days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or yard work are the sole responsibilities of the owners and designers.

C. Membership. The Architectural Control Committee is composed of L. Mark Neff, David E. Neff, and Paul G. Neff. The committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to select a successor. In the event of the inability of all of the members so to act, successors may be appointed by the vote of a majority of the lot owners in said subdivision.

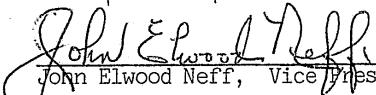
13. ENFORCEMENT: Enforcement, either to restrain violation or recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Enforcement may be by the Architectural Control Committee or by any affected property owner. The Architectural Control Committee is not to be held liable for noncompliance of any provisions by any owner. Attorney's fees and costs of enforcement will be paid by any party breaking this agreement.

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

IN WITNESS WHEREOF, We, Adam - Mark Corporation, the owners of the real property herinbefore described, have caused these presents and this instrument to be executed this 2nd day of Aug, 1979.



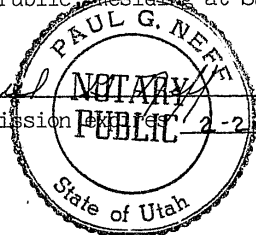
L. Mark Neff, President



John Elwood Neff, Vice President

Subscribed and sworn to before me this 2 day of Aug, 1979

Notary Public, Residing at Salt Lake City, Utah

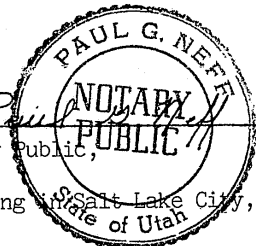


My commission expires 2-2-82

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 2 day of Aug, 1979, personally appeared before me L. Mark Neff and John Elwood Neff, who being by me duly sworn did say, each for himself, that he, the said L. Mark Neff is the President and he, the said John Elwood Neff is the Vice President of Adam-Mark 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 L. Mark Neff and John Elwood Neff each duly acknowledged to me that said corporation executed the same.

My commission expires 2-2-82



Notary Public,
Residing Salt Lake City, Utah
State of Utah