

1337265

Recorded JUL 15 1958 at 7:21 a. m.  
Request of Paul Potter  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 2.50 By R. A. Schmitt Deputy  
Book 102 / Page 507  
Cont Bank Bldg.

DEDICATION OF RESTRICTIVE COVENANTS

Alexander Building Corporation

to

Whom It May Concern

Alexander Building Corporation, a Utah corporation, the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

All of Maple Hills, a Subdivision consisting of 74 lots, being located in part of the Southeast Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base And Meridian,

does hereby place the hereafter described restrictive covenants on all of said described land.

(a) All of the lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for no more than two cars.

(b) No building shall be located on any residential building plot nearer than 30 feet to the front lot line or nearer than 8 feet to any side street line or nearer than 8 feet to an interior lot line. The side yard interior minimums do not apply to a garage or other permitted accessory building detached and located in the rear of the residence.

(c) No trailer, basement, tent, shack, garage or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(d) No structure shall be moved onto any lot unless it meets with the approval of a committee appointed by the undersigned, which may include themselves, or elected by a majority of the property owners of lots in said subdivision, each lot to represent one vote. For the first three years of this covenant K. P. Alexander and Paul F. Potter shall be the committee appointed. In the event a committee should not

be in existence such structure shall conform to and be in harmony with existing structures in the tract.

(e) No building shall be erected on any lot until the design and location thereof have been approved in writing by said committee. Provided, however, in the event that such committee is not in existence or fails to approve or disapprove such design or location within thirty days after submitting said plans, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case, either with or without the approval of the committee, no dwelling shall be permitted in said tract with a ground floor square foot area of less than 900 feet if the structure does not contain an attached garage nor less than 750 feet if the structure contains an attached garage. No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width less than 65 feet at the minimum building setback line or an area of less than 8,000 square feet.

(f) No provision shall be made on any dwelling lot for the raising of poultry or the housing of cows, horses or other livestock, except with the written approval of the committee herein referred to.

(g) The covenants and restrictions herein shall run with the land and shall be binding on the parties hereto and all persons claiming under them until April 1, 1978, at which time they shall terminate, unless sooner renewed by a majority of the persons owning lots in said subdivision.

(h) If any person or persons intended to be bound by these restrictions shall violate or attempt to violate any one or more of the covenants herein contained during the term hereof, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(i) Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

In Witness Whereof the Alexander Building Corporation has set its hand and seal this 1st day of April, 1953.

Attest:  
*Paul F. Potter*  
Secretary

ALEXANDER BUILDING CORPORATION

By *K. P. Alexander*  
Pres.

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 1st day of April, 1953 personally appeared before me K. P. Alexander and Paul F. Potter, who being by me duly sworn did say, each for himself, that he, the said K. P. Alexander, is the president, and he, the said Paul F. Potter, is the secretary of Alexander Building 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 said K. P. Alexander and Paul F. Potter each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:  
*7/15/1955*  
PUBLIC  
NOTARY PUBLIC

*Michael Sullivan*  
Notary Public residing in  
Salt Lake City, Utah