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Concord, Utah, Recorder S. L. County, U.S.

*Genevieve S. Lund*

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Misc Index #3

DEED OF RESTRICTIVE COVENANTS

MOUNT OLYMPUS PARK, INC., a corporation of Utah, with its principal place of business in Salt Lake City, Salt Lake County, State of Utah, the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Mount Olympus Park, a subdivision of part of Section 36, Township 1 South, Range 1 East, and part of Section 1, Township 2 South, Range 1 East, Salt Lake Base & Meridian

Does hereby place the hereinafter designated restrictive covenants upon all of said land:

(a) All lots in the tract shall be known and described as residential lots. No structures 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.

(b) No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of E. O. Foubert, M. Kenneth White, and Karl B. Hale, or by a representative designated by a majority of 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 said committee or its designated representative fails to approve or disapprove such design and location within 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 has 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. The powers and duties of such committee, and of its designated representative, shall cease on and after January 2, 1960. Thereafter the approval specified in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located on any residential building plot nearer than 40 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 25 feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 20,000 square feet or a width of less than 100 feet at the front building setback line.

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

(f) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No dwelling shall be erected on any lot in the tract having a floor area exclusive of one story, open porches, and garages, of less than 1,500 square feet.

MOYLE, MCKAY, BURTON AND WHITE  
Attorneys and Counselors at Law  
Newhouse Building, Salt Lake City, Utah

(h) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(i) Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by a health authority.

(j) No person not of the Caucasian race shall use or occupy any building upon any lot except he or she occupier or uses such building as a domestic servant of the owner or tenant who must be of the Caucasian race.

(k) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 2, 1970, 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 lots it is agreed to change said covenants in whole or in part.

(l) If the parties hereto, or any of them, or their heirs or assigns, or anyone who shall hereafter acquire or own any real property situated in this subdivision, 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 subdivision 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.

(m) 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.

IN WITNESS WHEREOF, the said Mount Olympus Park, Inc., has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 3rd day of January, A. D. 1947.

MOUNT OLYMPUS PARK, INC.

By M. Kenneth White  
President

MOYLE, MCKAY, BURTON AND WHITE  
Attorneys and Counselors at Law  
Saginaw Building, Salt Lake City, Utah



Secretary

STATE OF UTAH }  
COUNTY OF SALT LAKE } SS.

On this 3rd day of January, A. D. 1947, personally appeared before me M. Kenneth White and E. O. Foubert, who being by me duly sworn did say, each for himself, that he, the said M. Kenneth White is the president, and he, the said E. O. Foubert, is the secretary of Mount Olympus Park, Inc., 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 M. Kenneth White and E. O. Foubert each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

L. R. Hawbath  
Notary Public  
Residing at Salt Lake City, Utah

My commission expires:

