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Recorded at Request of Paul E. Reimann AUG 26 1949
 at 2:12 P M Fee paid \$ 3.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah D52-385-37
 By Hazel Taggart Chase Clerk Des. Book 702 Page 637 Ref. D42-199-15
1364 1/2 ave
Misc Indef #8

RESTRICTIVE COVENANTS

at 2:12 P M Fee paid \$ 3.00
 Hazel Taggart Chase, Recorder Salt Lake County, Utah
 By Hazel Taggart Chase Clerk Des.

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 2 THIS AGREEMENT entered into and executed at Salt Lake City,
 3 Utah, this 23rd day of July, A. D. 1949, by and between LYNN S.
 4 RICHARDS and LUCILLE C. RICHARDS, his wife, First Parties, and
 5 PAUL E. REIMANN and MAYBETH FARR REIMANN, his wife, Second Parties,

6 W I T N E S S E T H :

7 THAT WHEREAS the First Parties are owners of certain lands
 8 in Sections 15 and 22, and the Second Parties are owners of
 9 certain lands in Section 22, Township 1 South, Range 2 East, Salt
 10 Lake Base & Meridian, constituting part of what is known as
 11 "Mountair Canyon"; and whereas the parties desire to preserve
 12 Mountair Canyon as a place of beauty, and to prevent fire hazards
 13 as well as to avoid development of sources of contamination of
 14 drinking water, and to keep the canyon and its environs free from
 15 unsanitary devices, commercialism and other objectionable condi-
 16 tions; and whereas said area was designed to be an area of peace,
 17 quietude and rest, and a place free from nuisances and hazards;

18 NOW, THEREFORE, it is mutually agreed that in the use of
 19 all lands severally owned by the undersigned, as well as with
 20 respect to the use of lands of persons who shall subsequently
 21 adopt the covenants of this agreement, the following restrictive
 22 covenants shall apply as covenants running with the land, which
 23 shall continue for a period of fifty years from date hereof, and
 24 which covenants shall be binding upon the heirs, personal repre-
 25 sentatives and upon the grantees and assigns of the undersigned
 26 and also upon remote grantees and successors in interest of the
 27 parties hereto and all others who shall adopt the terms and pro-
 28 visions hereof, to-wit:

- 29 1. No beer tavern, club house nor other resort where beer
 30 or any other type or kind of alcoholic beverages or liquor is dis-
 31 pensed or customarily consumed, shall be established or maintained
 32 nor shall any existing building or premises be converted into any
 33 such tavern, club house or resort.

PAUL E. REIMANN
 ATTORNEY-AT-LAW
 1008 WINDSOR STREET
 SALT LAKE CITY, U. UTAH

1 2. All garbage and sewage disposal shall be conducted in
2 accordance with standards of sanitation which meet the requirements
3 of all valid regulations issued by the Board of Health of Salt Lake
4 City applicable to city watershed property. No garbage nor sewage
5 shall be allowed to be deposited in the open, nor in any location
6 where stream contamination or contagion may result therefrom.

7 3. No building nor other structure shall be erected nor
8 maintained which is structurally unsound, nor which will serve as
9 a breeding place for rodents or other carriers of disease. All
10 electric wiring and chimney construction shall conform to the Salt
11 Lake City building code. All buildings shall be placed at a safe
12 distance from any stream to prevent contamination of the stream or
13 water source. No dwelling shall be constructed within 50 feet of
14 any other dwelling. All necessary outbuildings shall be to the
15 rear of the dwelling and away from any stream, and shall be at
16 least 50 feet from the dwelling on any adjoining property.

17 4. No factory, distillery, processing or industrial plant,
18 repair shop, store, business, nor other commercial institution,
19 shall be established nor operated upon any of the lands within
20 said canyon area; provided, that water systems, reservoirs and
21 power plants to provide water and electricity for homes in said
22 canyon area, shall be permitted; and a majority of the property
23 owners in Moutair Canyon area may authorize the establishment of
24 a station for delivery and distribution of ice, milk and other
25 perishable foods under proper sanitary regulations to accomodate
26 the needs of residents, property owners and their guests. The
27 cutting of timber for buildings and the cutting of firewood by
28 owners of property or by their licensees, for any lawful purposes,
29 shall be permissible subject to proper fire prevention regulations.

30 5. Fires and heating operations shall be conducted only in
31 accordance with safety regulations applicable to said area. Valid
32 fire-prevention regulations to protect life and property, shall be
33 observed at all times.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and subscribed their names on the date first above written.

Lynn S. Richards

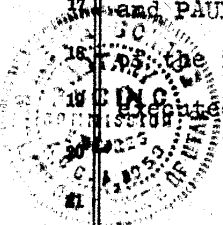
Lucille C. Richards

Paul E. Reimann

Maybeth Farr Reimann

STATE OF UTAH)
County of Salt Lake) ss.

On the 23rd day of July, A. D. 1949, personally appeared before me LYNN S. RICHARDS, and LUCILLE C. RICHARDS, his wife, and PAUL E. REIMANN and MAYBETH FARR REIMANN, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Melva Shoad
NOTARY PUBLIC

My commission expires Aug. 1, 1953

Residing at Salt Lake City, Utah.