

1093285

PLATMENTAL RECORD

AUG 29 1947

Request of

at 1:35 P.M. Fee paid \$ 6.00

M. G. Davis

Hazel T. Davis

557

444

S 37-120-11  
misc. Index #3

AGREEMENT.

THIS AGREEMENT made this 30<sup>th</sup> day of August, 1947, between the undersigned, who hereby acknowledge and agree that by the signing of this agreement they become parties to the same and become mutually bound and obligated to each other by the terms hereof and for the performance of all the terms, provisions and conditions hereof.

WITNESSETH: That Whereas the undersigned are the owners of land on Logan Avenue between 17th and 19th East Streets in Beverly Heights in Salt Lake City, Utah, and whereas in the platting of said Beverly Heights it was specified and expressly provided, among other restrictions, reservations and covenants, that no dwelling house should be erected in said Beverly Heights which cost less than \$2500.00 and whereas the parties hereto recognize, acknowledge and mutually agree that they are bound by said restrictions, but consider it to be to their mutual advantage and best interests that other and further restrictions and qualifications as to buildings on said land as hereinafter provided be imposed and agreed to and made effective between them.

NOW, THEREFORE, the undersigned parties hereto, each of them in consideration of the execution of this agreement by the other signers hereof and of the covenants and agreements of the others herein contained, and in consideration of the restrictions in the instrument dedicating and platting said Beverly Heights hereinbefore referred to, and in consideration of the sum of One (\$1.00) dollar to each of the undersigned in hand paid by the others, the receipt of which is hereby acknowledged, have covenanted, bargained and agreed, and each of them by these presents does hereby covenant, bargain and agree with the others and with each of the others, and each for himself, his heirs and assigns, does covenant, bargain and agree with the others and with each of the others, their heirs and assigns and each of them, as follows:

That no dwelling costing less than Five Thousand (\$5,000.00) Dollars shall be erected or permitted on any lot or lots located on said Logan Avenue between 17th and 19th East Streets in Salt Lake City, Utah, owned by any of the signers of this agreement or the successor or successors in the ownership of any of said land, or the heirs, administrators or assigns of them or either of them

during the time covered by or specified in this agreement. Said cost refers to and shall be construed to be the cost of the dwelling structure with attached or detached garage, and with the walks and driveways necessary to serve the same.

All lots in said 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, and to exceed two stories in height, and a private garage for not more than two cars.

No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building except a detached garage or other outbuilding located 30 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 2,500 square feet or a width of less than 45 feet at the front building setback line.

No nuisance 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.

No trailer, tent, log cabin, garage, barn or other outbuilding erected on 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.

The ground floor area of the main structure of any dwelling erected in the tract, exclusive of one-story open porches and garages, shall be not less than 500 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half or two-story structure.

Setback is required over the rear 5 feet of each lot for utility lines and structures.

This agreement shall be binding on all parties to it and shall be binding on all parties to it until January 1, 1970, at which time

all 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.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any signer of this agreement, or the successor in the ownership of any of the land owned by any signer of this agreement and covered by this agreement, 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.

IN WITNESS WHEREOF the undersigned signers hereof and parties hereto have executed this agreement on the date herein first above written.

Jula M. Heaton

1879 Logan ave.

F. J. Eberhard

Edwin J. Eberhard

1855 Logan Ave

R. H. Gornall

Marie M. Gornall

1850 Logan Ave

Jean V. Berry

L. Eugene Berry

1810 Logan Avenue

James B. Beckstrom

Ronald Beckstrom

1746 Logan

Walter B. ...

1794 Logan

Lee K. Chipman

Claine H. Chipman

1788 Logan Ave.

x Robert D. Simpson

Levin T. Simpson

1774 Logan Ave

x Reta C. Russell

1811 Logan Ave

Ed M. Simpson

Edna T. Simpson

1801 Logan

Ketha Bult

Mary Louisa Bult

1766 Logan

John R. Krayer

Ellen L. Krayer

1760 Logan

SUBSCRIBED AND SWORN TO BEFORE ME this 20th day of August, 1917.

Notary Public  
Residing at Salt Lake City, Utah  
My commission expires 10-15-19

*John*  
*Logan*  
*Logan Ave*

*John A. Robinson*  
*Logan Ave*

RECORDED AND INDEXED TO RECORD NO. 1214  
MAY 22 1907

HALV L...



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If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any signer of this agreement, or the successor in the ownership of any of the land owned by any signer of this agreement and covered by this agreement, 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.

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Harris M. Jonall

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1810 Logan Avenue

James P. Beckstrom

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Kenneth D. Simpson

1774 Logan Ave

x Retha C. Russell

1811 Logan Ave

Ed. M. Simpson

Edmund T. Simpson

1801 Logan

Keith Bult

Mary Louise Bult

1766 Logan

John B. Kraeger

Ellen L. Kraeger

1760 Logan

SUBSCRIBED AND SWORN TO BEFORE ME this 20th day of August, 1947

[Signature]  
Notary Public  
Residing at Salt Lake City,  
Utah  
My commission expires 10-15-49

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IN WITNESS WHEREOF the undersigned signers hereof and parties hereto have executed this agreement on the date herein first above written.

Emmett K. Ballman  
Sherna M. Fallman  
1752 Logan Ave  
L. Dall Harris  
Esther P. Harris  
1738 Logan Ave.  
1726 Logan Ave  
William H. Boosinger  
Frances H. Boosinger  
William C. Avelty  
Evelyn A. Avelty  
1716 Logan Ave  
William H. Boosinger  
1715 Logan Ave  
M. B. H. Boosinger  
1715 Logan Ave  
B. H. Boosinger  
1747 Logan

~~1752 Logan Ave~~  
\*Newell Wm. Milner  
\* Elaine S. Milner  
\* 1763 Logan Ave  
~~1763 Logan Ave~~  
Laet Bettilyon  
1847 Logan  
Laet Bettilyon  
1795 Logan Ave

SUBSCRIBED AND SWORN TO BEFORE ME this 20th day of August, 1947.

Notary Public  
 My Commission expires 10-15-49. Residing at Salt Lake City, Utah

INDEXED  
SERIALIZED  
FILED  
AUG 21 1947  
FBI - SALT LAKE

BETTILYON HOME BUILDERS CO.

By V. A. Bettilyon  
President

STATE OF UTAH, )  
                  ) ss.  
COUNTY OF SALT LAKE )

On this 20th day of August, 1947, before me personally appeared V. A. Bettilyon, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged, upon being duly sworn by me, that the said instrument was signed in behalf of said corporation by authority of its by-laws, and said V. A. Bettilyon acknowledged to me that said corporation executed the same.



Expires:

V. A. Bettilyon  
Notary Public  
Residing at Salt Lake City, Utah