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At request of George Adondakis 1946  
 11:35 AM 470  
 By F. Pratt, Dep. Recorder D. Lund, Recorder D. L. County, Utah  
 Book 475 Page 27  
 834-242-20  
 Misc Indef #3

RESTRICTIONS OF GEORGE ADONDAKIS  
 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, GEORGE ADONDAKIS and MARY ADONDAKIS, his wife, of West Jordan, Utah, have heretofore caused to be surveyed, platted and subdivided into lots, ways, roads and drives, the following real property, located in Salt Lake County, Utah, to-wit:

Beginning at a point which is 1092.45' east and 34.99' north of the south & corner of Section 27, T. 2 S. R 1 W. S.L.B. & M. thence N.0°06' W. 218.33', thence S89°54' W. 98.09', thence N. 0°06' W. 1071.92', thence N. 89°54' E 662.91, thence 5.0°06' E 843.38, thence S88°57' W 514.90', thence S.0°06' E 438.53', thence S.89°54' W. 50.0 to point of beginning.

which subdivision is designated and known as George Adondakis Subdivision, the plat thereof having been accepted by the Board of County Commissioners of Salt Lake County, Utah on the 17 day of May, 1946, and having been recorded in the office of the County Recorder of Salt Lake County, State of Utah, in Book J of Plats, page 92 on the 20 day of May, 1946.

The undersigned are the owners of all of the land located in said George Adondakis Subdivision.

NOW THEREFORE, all of the lots shown on the plat of George Adondakis Subdivision are held and should be conveyed subject

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to the reservations, restrictions, covenants and declarations hereinafter set forth, and all persons and corporations who own or shall hereafter acquire any interest in any of the lots in said subdivision shall be taken and held to agree and covenant with the owner of the lots shown on said plat, and with their heirs, successors and assigns, to conform to and observe these covenants which run with the land and which shall be binding on all parties and all persons claiming under them from the date hereof and until January 1, 1971, at which time said covenants shall be automatically extended for successive periods of ten 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 or assigns, 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 development or 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.

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.

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

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other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

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 GEORGE ADONAKIS, THEO HARRIS BENIS, and LARRY M. WELLS, 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 1-1-52.

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Thereafter the approval described 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 nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no residence shall be located on any residential building plot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line, and no chicken coops shall be located nearer to the front lot line than 140 feet. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 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 8000 square feet or a width of less than 55 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.

F. That no estate, interest or possession in and to any of said premises shall be sold, transferred, granted or conveyed to any person not of the Caucasian race.

G. No dwelling costing less than \$3000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 600 square feet in the case of a one-story structure, nor less than 500 square feet in the case of a one and one-half story structure.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance, and additional easements for utility installation and maintenance are reserved as shown on the recorded plat across all of said lots.

I. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision a sewage disposal system constructed in accordance with the requirements of the State Department 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 the health authority.

J. Water and public utilities shall have the right and privilege of access upon any of the lots in the tract, to install, repair and maintain mains, pipes, conduits that may be required.

K. The undersigned do hereby associate themselves together for the purpose of forming a cooperative drainage association. The purpose of this association is to operate, repair, improve, and keep in good workable condition the drainage system erected, or about to be erected, by the undersigned upon the premises above described.

The name of the association shall be George Adonakis ~~Drainage~~ Drainage Association, and its principal place of business shall be located in west Jordan, Salt Lake County, State of Utah.

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The association shall exist for such time as any of the lots above described are inhabited and persons are dwelling thereon.

Every owner of each building lot to which these building covenants shall apply, and which lot connects with the drainage system, shall automatically become entitled to one membership in said association and shall participate in the operation of the drainage system. Each membership shall be entitled to one vote.

The affairs of the association shall be conducted by a committee of three persons who shall serve without compensation. This committee shall be elected annually in the manner prescribed by the by-laws of the association. The names of the persons who will manage the business and affairs of this association for the first year, and until their successors are elected, are as follows:

GEORGE ADONDIS

THEODORIS BENIS

LARRY E. WELLS

The duties of the committee shall be to operate the drainage system and in doing so, the committee is empowered to employ labor, purchase materials and enter into any contracts that might be necessary in order to keep said drainage system in proper operation. The committee is hereby empowered to assess each lot owner his or her proportional cost of the expense incurred by the committee in the operation of the system.

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The committee shall notify each member of his or her share of the expense incurred in the operation of the system, and after such notice, the sum therein stated shall be payable by such lot owner to the committee forthwith.

The association may sue and be sued.

The committee or its agents may and shall have the right to enter upon any of the premises for the purpose of repairing, cleaning, improving, or other act necessary in order to keep the system in good workable condition.

The association may adopt by-laws which may be altered or amended by a vote of the majority of the members present at any meeting called for such purpose, provided, however, that such by-laws shall not affect the intent and be inconsistent with the purpose of the articles hereinabove provided.

Dated this 21 day of May, 1946.

George Adondakis  
George Adondakis

Mary Adondakis  
Mary Adondakis

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ATTORNEYS AT LAW  
404-02 BOSTON BLDG.  
SALT LAKE CITY, UTAH

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 21 day of May, 1946, personally appeared before me, GEORGE ADONDAKIS and MARY ADONDAKIS, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

H. J. Metos  
NOTARY PUBLIC, residing in  
Salt Lake City, Utah

My Commission expires:  
Sept 23, 1946

-: C O N S E N T :-

*Theo Harris Benis and Mary Benis*  
~~HARRY BENNIS and Mary BENNIS~~, his wife, owners

of Lot 4, and LARRY M. WELLS and ANNA N. WELLS, his wife, owners of Lot 10, located in the above described subdivision, do hereby agree and consent to the restrictions hereinabove set forth, and agree to abide by the same.

*Theo Harris Benis*

*Mary Benis*

*Larry M. Wells*

*Anna M. Wells*

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STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 21 day of MAY, 1946, personally appeared before me, ~~HARRY BENNIS~~ *Theo Harris* and *Mary* BENNIS, his wife, and LARRY M. WELLS and ANNA N. WELLS, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

*J. G. [Signature]*  
NOTARY PUBLIC, residing in  
Salt Lake City, Utah

My Commission Expires:

*Sept. 23, 1946*