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COVENANTS IMPOSING RESTRICTIONS UPON THE REAL ESTATE

HEREINAFTER DESCRIBED:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Nina S. Neff, Salt Lake City, Salt Lake County, State of Utah, the owner of a certain tract of land situate in Salt Lake County, State of Utah, and described as follows, to-wit:

Beginning 2 Rods East of the Center of Section 34, Township 1 South, Range 1 East, of the Salt Lake Meridian, and running thence East 36 Rods; thence North 7.3 Rods; thence East 12.08 Rods; thence North 20.7 Rods; thence West 2.2 Rods; thence South 57° 45' West 13.2 Rods; thence West 34.6 Rods; thence South 21 Rods to the point of beginning.

WHEREAS, I am desirous of dividing said land into building lots.

NOW, THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of the lots or parcels of land hereinabove described, I, Nina S. Neff, hereby covenant and agree with all persons who may become owners of lots or parcels of the land hereinabove described, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of said lots or parcels of land which shall be held by them and when sold and conveyed shall be owned, held and enjoyed by all persons who may become the owners thereof, and each of them and their and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants running with the land and binding upon each and every owner thereof.

No race or nationality, other than those for whom the premises are intended, namely American Citizens of the Caucasian race, shall use, own or occupy any lot or parcel of the land hereinabove described, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality, employed by the owner of said property.

The above described property shall be known as a residential district and all lots within the boundaries of the same shall be known and designated as "residential".

No structure shall be erected wholly or in part on said lots, other than a one-story, a one and one-half story or a two-story single family dwelling, costing not less than \$6,000.00, or having an area of not less than 1100 square feet of floor space, exclusive of basement requirements.

No stable, barn or chicken coop shall be constructed or placed upon said lots which shall exceed 400 square feet in area, and set not closer than 120 feet from front lot line and not less than 15 feet from side lines.

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No fur-bearing animals shall be kept on said premises, and fur-bearing animals shall be described as follows: Fox, Mink, Chinchilla, Pine Marten, Coyotes, Skunk, Alaskan Lamb, Mouton Lamb, Muscrats, and Rabbits.

All buildings constructed on said property shall comply with all plumbing, electrical and building requirements, as set forth in the ordinances of Salt Lake City.

No building shall be located on any part or parcel of the above described property nearer than 40 feet to the front line of said lot or parcel of ground. The width of all lots or parcels of ground shall not be less than 70 feet.

No basement houses shall be permitted at any time and all temporary dwellings shall be set back 30 feet from the front building set-back line.

These covenants and restrictions are to run with the land and shall be binding with all the parties and persons claiming ownership under them until the 25th day of March, 1996, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

The invalidation of any of these covenants by injunction or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I, Nina S. Neff, the owner of the real property hereinbefore described, has caused these presents and this instrument to be executed this 25th day of March, 1946.

Nina S. Neff

Witness: E. J. Sheen

STATE OF UTAH)
COUNTY OF SALT LAKE) SS:

On the 25th day of March, 1946, personally appeared before me, Nina S. Neff, the signer of the within instrument, who duly acknowledged to me that she executed the same.

E. J. Sheen
Notary Public
Residing in Salt Lake City, Utah

My Commission Expires: June 9, 1948

