

at 9:15 AM Fee paid \$ 2.50 Hazel Taggart Chase, Recorder Salt Lake County, Utah

1142426

By R. J. Schmitt Dep. Book 15 Page 43 Ref 217-95-9

RESTRICTIONS FOR KEN MARR SUBDIVISION

Miss Lindley

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

All of Lots 1 to 15, KEN MARR SUBDIVISION, a subdivision of part of the Southwest quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Meridian, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, State of Utah,

are desirous of creating restrictions and covenants affecting said property,

NOW, THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

(a) All lots in the 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 not to exceed two stories in height and a private garage for one to three cars. The garage may be either attached or detached from the dwelling. Nor shall any use be made of any such building erected thereon except as one-family dwelling.

No living quarters shall be provided in the basement of said dwelling other than a servants room with plumbing facilities for the use of the occupant. The installation of plumbing and wiring for kitchen in the basement of said structure shall be a violation of these restrictions. Nothing herein contained in this paragraph shall exclude the use of a basement for an amusement room by the occupant of said dwelling.

(b) No building shall be erected on any plot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of the lots hereinbefore described, however, in the event that such committee is not in existence or fails to approve or disapprove such design or location within ten days after submission of the design in writing to said committee, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

(c) No residential structure shall be erected or placed on any building plot which plot has an area of less than 10,000 square feet or a width of less than 58 feet at the front building setback line.

(d) Each dwelling to have at least 1250 square feet.

If a one story structure, 1250 square feet or more;  
If a one and one-half story structure, 1000 square feet or more on ground floor;  
If a two-story structure, 1000 square feet or more on ground floor;

The ground floor area as herein referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches and garages.

(e) No dwelling shall be placed closer than 25 feet to Marwood Drive.

(f) No trade, business, profession or activity shall be carried on or practiced upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(g) 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.

(h) No structure shall be moved onto any building plot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

(i) No signs, billboards or advertising structures may be erected or displayed on any of the lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size, advertising a specific unit for sale or house for rent, may be displayed on the premises affected.

Also, except during the period of development the subdivider shall be given the right to erect a sign or signs larger than herein specified on any or all lots on 20th East.

(j) No trash, ashes or any other refuse may be dumped or thrown on any tract hereinbefore described or any part or portion thereof.

(k) No person or persons of any race or nationality other than the Caucasian Race shall use or occupy any dwelling on the premises, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

(l) No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum building setback line.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, 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.

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 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.

WITNESS the hands of said parties this 15<sup>th</sup> day of November, A. D. 1948.

*Kenneth N. Henderson*  
Kenneth N. Henderson

*Marjorie E. Henderson*  
Marjorie E. Henderson

*Louis P. Athas*  
Louis P. Athas

*Edna B. Athas*  
Edna B. Athas

*Edward Richard Callister, Jr.*  
Edward Richard Callister, Jr.

*Virginia C. Callister*  
Virginia C. Callister

STATE OF UTAH )  
                  ) SS  
COUNTY OF SALT LAKE )

On the 15<sup>th</sup> day of November, A.D. 1948, personally appeared before me KENNETH N. HENDERSON and MARJORIE E. HENDERSON, his wife, LOUIS P. ATHAS and EDNA B. ATHAS, his wife, EDWARD RICHARD CALLISTER, JR., and VIRGINIA C. CALLISTER, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission Expires



*[Signature]*

NOTARY PUBLIC

Residing at Salt Lake City, Utah