

Recorded at Request of

at 9:30 AM on 3/22/46

Cornelia S. Lund, Recorder S. D. County, Utah

1033832

By J. B. Smiley, Sup.

Book 7 Page 26

File: 836-146-22

- : RESERVATIONS, RESTRICTIONS AND COVENANTS : -836-147-23  
Misc. Index #3

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property situate in Salt Lake County, State of Utah, to-wit:

Lots 1 to 6 inclusive, Block 1; Lots 1 to 20 inclusive, Block 2; Lots 1 to 10 inclusive, Block 3; Lots 1 to 22 inclusive, Block 4, Lots 7 to 17 inclusive, Block 5; all located in Murray Hill Gardens-Plat B as shown by the recorded Plat thereof on file in the office of the County Recorder of Salt Lake County, State of Utah;

hereby declare that all and each of said lots hereinbefore described shall be held subject to and shall be conveyed subject to the

RESERVATIONS, RESTRICTIONS AND COVENANTS

hereinafter set forth:

I.

Each and every lot hereinbefore described shall be known and is hereby designated as a residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single-family dwelling of not to exceed two stories in height and a private garage for not more than three automobiles, except that one detached single family dwelling or a duplex may be erected on each of Lots 9 and 10, Block 5, and Lot 21, Block 4.

II.

(A) Every detached single-family dwelling erected on any residential lot included within Lots 1 to 6, both inclusive, Block 1; Lots 1 to 5 inclusive, Block 2; Lots 1 and 2, Block 3; Lots 1 to 6 inclusive and 15 to 22 inclusive, Block 4; and Lots 7 to 17 inclusive, Block 5 of said Murray Hill Gardens-Plat B shall cost \$5,000.00 or more and shall have a ground floor area as follows: If a one story structure 1,000 square feet or more, if a one and a half or two story structure 700 square feet or more.

(B) Every detached single-family dwelling erected on any residential lot included within Lots 7 to 14 inclusive, Block 4 and Lots 3 to 6 inclusive Block 3, said Murray Hill Gardens-Plat B, shall cost \$4,500.00 or more and shall have a ground floor area as follows: If a one story structure, 900 square feet or more, if a one and a half or two story structure 700 square feet or more.

(C) Every detached single-family dwelling erected on any residential lot included within Lots 7 to 10 inclusive, Block 3 said Murray Hill Gardens shall cost \$4,000.00 or more and shall have a ground floor area as follows: If a one story structure 800 square feet or more and if a one and a half or two story structure, 600 square feet or more.

(D) Every detached single-family dwelling erected on any residential lot included within Lots 6 to 16 inclusive, Block 2 of said Murray Hill Gardens-Plat B shall cost \$3,500 or more and shall have a ground floor area of 700 square feet or more.

(E) Every detached single-family dwelling erected on any residential lot included within Lots 17 to 20 inclusive, Block 2, said Murray Hill Gardens-Plat B shall cost \$2,500.00 or more and shall have a ground floor area of 600 square feet or more.

57  
The ground floor area as herein in Paragraph II 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 garage.

### III.

No detached single-family dwelling shall be erected, placed or altered on any residential lot hereinbefore described unless and until the building plans, specifications and plot plan showing the location of said building shall have been approved in writing as to conformity and harmony of external design with existing structures in the area covered by said residential lots and as to location of the dwelling with respect to topography and finished ground elevation, by a Committee composed of David W. Smith, David Ashton and Arthur W. Bohn, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event the remaining members or member of said Committee shall fail, within thirty days after the death or resignation of any member of said Committee, to appoint a successor, such successor shall be appointed by the Owners of a majority of the residential lots hereinbefore described. In the event said Committee or its designated representative fails to approve or disapprove such building plans, specifications and plot plan within thirty days after such plans, specifications and plot plan shall 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 its designated representative shall cease from and after five years from the date hereof. 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 residential lots hereinbefore described, and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee.

Not more than one detached single-family dwelling shall be erected wholly or partially on any residential lot hereinbefore described. A "RESIDENTIAL LOT" is hereby defined to mean each of the residential lots hereinbefore described. It is understood, however, that, upon written request, the Committee hereinbefore named may, in its sole discretion, and in writing only, permit a detached single-family dwelling to be erected in the area covered by said residential lots hereinbefore described, partially on one and partially on another residential lot, provided, that the existing boundary lines of residential lots as hereinbefore described can be changed or altered for building purposes only by the above named Committee, in its sole discretion, in writing.

### IV.

No building shall be located nearer to the front residential lot line than the building limit line as shown on the recorded plat of said Murray Hill Gardens-Flat B. However, covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than 12 feet, and customary architectural appurtenances, such as cornices,

bay windows, spoutings, chimneys, may extend not more than four feet beyond said building line. Steps leading to dwellings may extend beyond such building limit lines provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side line of a residential lot than eight feet.

## V.

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described, including the keeping or raising thereon, of livestock, or poultry, or rabbits.

## VI.

No person of any race or nationality other than the Caucasian Race, shall use or occupy any building on any of the residential lots hereinbefore described or any part or portion thereof, except that this covenant shall not prevent occupancy by domestics of a different race employed by the Owner or Tenant.

## VII.

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof 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.

## VIII.

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the Committee hereinbefore named, such approval to be given in writing.

## IX.

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

## X.

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

## XI.

No radio or other wires shall be maintained more than three (3) feet higher than the roof of any structure on any residential lot hereinbefore described.

## XII.

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until twenty-

57

five (25) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XIII.

If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XIV.

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty-five years from the date hereof subject to automatic extension as provided in Paragraph XII hereof.

IN WITNESS WHEREOF, the undersigned, Owners of the residential lots hereinbefore described, have caused these presents to be executed this 21st day of March, A.D. 1946.

David W. Smith  
Dora C. Smith  
J. Parson Thuesen  
Mable M. Thuesen  
Edmund  
Edmund  
 B. B. Corporation  
Paul Buchner  
 Its President  
Paul Buchner  
 Its Secretary

STATE OF UTAH )  
                  ) ss  
COUNTY OF SALT LAKE )

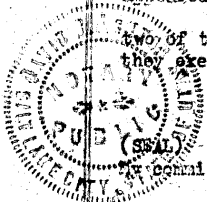
On the 21st day of March, A. D. 1946, personally appeared me David W. Smith and Dora C. Smith, his wife, two of the signers of the above instrument who duly acknowledged to me that they executed the same.

(SEAL)  
My Commission Expires  
January 6th, 1950

David B. Cantor  
Notary Public  
Residing at Salt Lake City, Utah

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

On the 21 day of March, A. D. 1946, personally appeared before me J. Aaron Thueson and Merle M. Thueson, his wife, two of the signers of the above instrument, who duly acknowledged to me that they executed the same.



J. Aaron Thueson  
Notary Public

My commission expires: Jan. 6, 1950 Residing in: Salt Lake City, Utah

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

On the 21st day of March, A. D. 1946, personally appeared before me Val Sundwall and Ila N. Sundwall, his wife, two of the signers of the above instrument, who duly acknowledged to me that they executed the same.

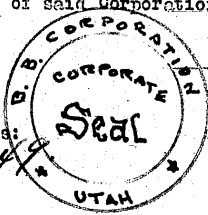


J. Aaron Thueson  
Notary Public

My commission expires: Jan. 6, 1950 Residing in: Salt Lake City, Utah

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

On the 17<sup>th</sup> day of March, A. D. 1946, personally appeared before me Carl W. Buehner and Paul Buehner, who, being by me duly severally sworn, did say; each for himself: That he, the said Carl W. Buehner is president, and he, the said Paul Buehner, is Secretary, of B. B. CORPORATION, a Utah corporation; and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and said Carl W. Buehner and Paul Buehner each duly severally acknowledged to me that said corporation executed the same, and the seal affixed is the seal of said Corporation.



Willard C. Asherton  
Notary Public

(SEAL)  
My commission expires: July 31 1949

Residing in: Salt Lake City, Utah