

165-1196010

PRUDENTIAL FEDERAL SAVINGS
AND LOAN ASSOCIATION

APR 13 1950

Recorded at Request of

at 3:20 P M Fee paid \$ 3.10

By *[Signature]* Dep.

Edward T. Chase, Recorder Salt Lake County, Utah

Book 75-6 Page 345 Ref. 542-144-2

542-138-1
542-139-17
Wm. J. ...

PROTECTIVE COVENANTS

The undersigned Utah Realty & Construction Company, owners of Lots 9 to 36, inclusive, Block 2, all of Block 3, and Lots 1 to 8, inclusive, Block 4, South Salt Lake Subdivision of part of Lots 2 and 3, in the Northwest Quarter of Section 14, Township 1 South, Range 1 West, Salt Lake Meridian, acting for the benefit of present and future owners of building lots in the said subdivision, do hereby impose upon the above described land, and all of the building lots included therein the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of land within the subdivision and all shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within said subdivision, their heirs, administrators, executors, grantees and assigns:

The covenants as hereinafter set forth are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1976, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in the above described and named subdivision it is agreed to change the 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 covenants 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 building lots. No structures shall be erected, placed or permitted to remain on any residential building plot other than single family or two family dwellings, not to exceed two stories in height and a private garage for not more than two cars.

B. No building except a detached garage or other out building located 65 feet or more from the front lot line shall be located nearer than 8 feet to any side lot line, and the combined width of the two side yards shall not be less than 20 feet.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than 50 feet at the front building setback line, except that on Lots 35 and 36, Block 4, and Lots 9 and 10, Block 2, the plot area need not exceed 5,000 square feet.

D. 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.

E. 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet.

G. An Easement is reserved over the rear 5.8 feet of each lot for utility installation and maintenance.

H. No structure, ^{excepting a one story open porch} shall be erected on any lots nearer than 25 feet to the lot front line excepting that a residence complying otherwise with these restrictions may be erected on the North 11 feet of Lot 35 and all of Lot 36, Block 4, of said South Salt Lake Subdivision without regard to side yard and set back covenants herein expressed.

I. No chicken coops, rabbit pens or other structures for the housing of domestic animals or pets shall be erected on any of said lots.

J. Detached garages may be erected on any lots providing that the provisions of the Zoning Ordinance are strictly complied with and furthermore that the type of structure and materials used shall harmonize with the existing residence on said property and in no case shall said garages be constructed of unfinished cinder block, used or shoddy materials.

In witness whereof said Company has caused this instrument to be executed by its officers duly authorized and its corporate seal to be hereunto affixed this 10th day of April, A. D. 1950.

(Signed) Utah Realty & Construction Company
By *[Signature]* President

By *[Signature]* Secretary



State of Utah
County of Salt Lake) ss.

On the 10th day of April, 1950, AD, personally appeared before me, B. L. Farnsworth and Justin E. Hurst, who being by me duly sworn did say, each for himself, that he, the said B. L. Farnsworth, is the president, and he, the said Justin E. Hurst is the secretary of Utah Realty & Construction Company, 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 B. L. Farnsworth and Justin E. Hurst each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Lawrence Kammurath
Notary Public

My Residence is: Salt Lake City, Utah