

1412997

RESERVATIONS, RESTRICTIONS and COVENANTS

Recorded FEB 16 1955 at 11:57 a.m.

Request of David W. Smith

Pertaining to

Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah

MURRAY MEADOWS

By *[Signature]* Deputy

Flat "A"

Book 1170 Page 332 Ref.

To Whom It May Concern: 389 East 48th So.

*Murray, Utah*

KNOW ALL MEN BY THESE PRESENTS:

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

All of Lots 1, 2, 3, 4, 5, 6, 6a, 7, 7a, 8, 9, 10, 11, 12, 13, Murray Meadows Flat "A", according to the Official Plat thereof filed of record in the office of the Salt Lake County Recorder.

that all and each of said lots above described shall be subject to and shall be conveyed subject to the Reservations, Restrictions and Covenants herein-after set forth:

1

Each and every lot above described shall be known as 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 not to exceed two stories in height and a private garage for not more than three automobiles, except Lot 1 and 13 which may have a Duplex not to exceed one and one-half stories in height and a private garage for not more than two cars for each unit.

11

Every dwelling erected on any of said residential lots in Murray Meadows shall have a floor square foot area, exclusive of open porches or attached garages, of not less than 1000 square feet, except on lots 1 and 13 in case of a Duplex shall have a 1st floor space of not less than 1800 square feet, 900 square feet for each unit, exclusive of open porches or attached garages and the entrance and drive way to each unit shall not be off the same side or street.

111

No building shall be erected, placed or altered on any residential lot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subject area, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Edward M. Ashton, Vernon D. Smith and David W. Smith 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 its designated representative, shall cease on and after 10 years from the date hereof, and 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 residential lots in this subject area and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

IV

No building shall be located nearer than 10 feet to either side line of a residential plot. Not more than one dwelling structure shall be constructed on any of the residential lots as above described.

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.

VI

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.

VII

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.

VIII

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.

IX

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

X

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 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of 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.

XI

If the parties now claiming any interest in said residential lots hereinafore 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 25 years from the date hereof, it shall be lawful for any other person or persons owning 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 covenants or covenant and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues from such violation or violations.

XII

The 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 25 years from the date hereof, subject to automatic extension as provided in paragraph 10 hereof.

Signed:

David W. Smith

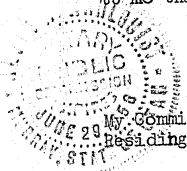
Dora C. Smith

STATE OF UTAH

County of Salt Lake ss.

On the 30th day of August 1954 personally appeared before me David W. Smith and Dora C. Smith the signers of the within instrument, who duly acknowledged to me that they executed same.

Alvin H. Walquist  
Notary Public



Commission expires June 29 1956  
Residing in Murray, Utah.