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WHEREAS, the parties hereto, representing the owners of real property in LOWER MILL CREEK SUBDIVISION, Salt Lake County, Utah, according to the official plat thereof filed and of record in the office of the County Recorder of said County, desire to create certain and various restrictions and covenants intended for the benefit of said real property;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereto, and said parties, and undersigned, do hereby jointly and severally covenant and agree as follows:

That the following restrictions are hereby created and declared to be covenants running with the title and the land hereinbefore described and each and every part thereof.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, at which time said Covenants shall be automatically extended for successive period of ten 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 his or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement 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 lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days, 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 dwelling shall be erected on the above described property less than 25 feet from the front lot line, nor less than 8 feet from the side lines of said property, and the combined width of the two side yards shall not be less than twenty feet; except that a dwelling with garage attached shall be not less than 3 feet from the side lot lines of said property and the combined width of the two side yards shall not be less than sixteen feet. Front line of dwellings shall be parallel to front lot line. No detached garage or other outbuilding shall be closer than sixty-five feet from the front lot line, and a detached garage may be placed within not less than one foot from either side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,500 square feet or a width of less than 50 feet at the front building setback line.

E. 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.

F. 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.

G. The ground area of the main structure, exclusive of porches and garages, shall not be less than 700 square feet, in case of a one story structure, and not less than 650 square feet in case of one and one-half or two story structures.

*Lower Millcreek Sub.*

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

I. No race or nationality other than Caucasian race shall use or occupy any building on any of said land, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by the owner or tenant.

J. No fence or wall shall be permitted to extend nearer to any street than the minimum setback line.

Alex G. Adamson  
Alex G. Adamson

Eva June Adamson  
Eva June Adamson

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

On this 23rd day of April, 1948 personally appeared before me ALEX G. ADAMSON and EVA JUNE ADAMSON, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



John W. Crate  
Notary Public  
Residing at Salt Lake City, Utah

APR 29 1948

Recorded at Request of Alex G. Adamson  
at 1.00 M Fee paid \$ 1.70 Hazel Taggart Chase, Recorder Salt Lake County, Utah,  
By W. J. Schmitt, Dep. Book 605 Page 114 Ref. \_\_\_\_\_

9% UNION TRUST CO  
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misc index # 3