

Recorded at Request of Edna M. Ashton NOV 23 1943  
 at 3388 M. F. Road, 270 Cornelia S. Lund, Recorder S. E. County, Utah  
 By [Signature] Dep. Book Page Ref: 364-126-111-28-29  
PROTECTIVE COVENANTS Miss Seideritz

964465

## KNOW ALL MEN BY THESE PRESENTS:

That the undersigned have caused to be surveyed the lands hereinafter described situated in Salt Lake City, Salt Lake County, State of Utah and hereby declare that the building sites located within the area thereof are subject to and shall be conveyed subject to the reservation, restrictions and covenants hereafter set forth, as follows, to-wit:

DESCRIPTION

The following is the description of the lands to be embraced within the foresaid dedication:

COMMENCING at a point 289.1 feet South of the North-east corner of Lot 12, Block 8, Section 16, Township 1 South, Range 1 East, Salt Lake Meridian, F. M. Lyman, Jr. Survey, and running thence South 271.10 feet to the Southeast corner of said lot; thence West 764.17 feet to the Southwest corner of said lot; thence North 272.30 feet to a point 287.10 feet South of the North-west corner of said lot; thence East 704.17 feet; thence South 2 feet; thence East 60 feet to the beginning.

Also the North 24.158 feet of Lot 13, in Block and Plat aforesaid.

A. All lots now existing or hereafter created in the above described tract of land 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 one story in height and a private garage for not more than two (2) cars.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of William B. Ford, Edward M. Ashton and Rendell M. Mabey, 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 of its designated representative, shall cease on and after October 1st, 1948. 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 lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located on any residential building plot nearer than 23 feet to the front lot line, nor nearer than 20 feet to any side street line. No building except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

D. 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.

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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 out-building erected in the tract shall at anytime be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. No dwelling costing less than \$4,000.00 or having a ground floor area of less than 800 square feet in the case of a one-story structure, shall be erected wholly or partly thereon.

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

I. No persons of any race or nationality other than the Caucasian Race, shall use or occupy any building plot or lot, 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 signs, bill boards, or advertising structures may be erected or displayed on any of the lots except that a single sign, not more than 3 X 5 feet square advertising a specific lot for sale or house for rent may be displayed on the premises affected.

K. No trash, ashes or any other refuse may be thrown or dumped on any lot in said area.

L. No radio aerial wires shall be maintained more than three (3) feet higher than the roof of any structure.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1st, 1969, 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 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.

IN WITNESS WHEREOF, the undersigned owners of the real property hereinbefore described, have caused these presents and this instrument to be executed this 12th day of November, A. D. 1943.

FORD INVESTMENT COMPANY, INC.

Signed in presents of:

*Edward M. ...*

*William B Ford Pres.*

STATE OF UTAH :  
County of Salt Lake : ss

On the 12th day of November, A. D. 1943, personally appeared before me WILLIAM B. FORD, who being by me duly sworn did say that he is the president of FORD INVESTMENT COMPANY, INC., and that the within and foregoing instrument was signed by him on behalf of said corporation by authority of a resolution of its board of directors and that the seal affixed is the seal of said corporation.

*Boyd ...*  
NOTARY PUBLIC