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J.P. Trageagle

Harold Taggart Chase, Recorder Salt Lake County, Utah

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CERTIFICATE OF USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned, VILLAGE DEVELOPMENT COMPANY a Corporation of the State of Utah, is the owner of a certain parcel of real property, situated in the County of Salt Lake, State of Utah, and described as follows, to wit:

- All of Lots 1-15 inclusive, Block 1;
- All of Lots 1-20 inclusive, Block 2;
- All of Lots 1-22 inclusive, Block 3;
- All of Lots 1-17 inclusive, Block 4;
- All of Lots 1-13 inclusive, Block 5;
- All of Lots 1-19 inclusive, Block 6; and
- All of Lots 1-37 inclusive, Block 7 of Glendale Gardens Plat "F", according to the official plat thereof on record with the Recorder of Salt Lake County, State of Utah.

And whereas said ground has been subdivided into building lots in a subdivision designated as Glendale Gardens Plat "F", and

Whereas, it is desired in connection with the platting and subdivision of said land and as part of a general building plan for the benefit and protection of the owners of the respective parcels within said area to provide for certain use restrictions, which shall govern and control the use and enjoyment of the lots within such subdivision.

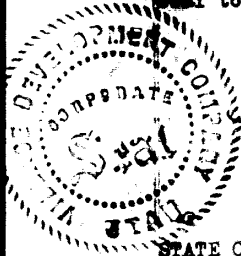
Now, therefore, the undersigned, VILLAGE DEVELOPMENT COMPANY does hereby certify and declare that each and all of the lots within such subdivision, shall, upon conveyance thereof by the undersigned, be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns subject to the following restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods 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 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 lots. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, either with or without attached garage, or one two-family dwelling, not to exceed one story in height, and a private garage for not more than two cars.
- (B) All buildings shall be placed on the lots in accordance with restrictions now governing structures in the Residential B-2 District, under the Zoning Ordinance of Salt Lake City. The restrictions shall not apply to structures now constructed or under construction.
- (C) No structure shall be erected or placed on any lot having an area of less than 5000 square feet, or a width less than 45 feet at the front building set back line.
- (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 out-building 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) No dwelling costing less than \$4500.00, shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet.
- (G) An easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- (H) 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 and 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 Leo L. Capson, R. V. Hodgen, and Robert E. Steinman, or by a representative designated by a majority of the members of said committee. In the event said committee or designated representative fails to approve or disapprove such design and location within thirty 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 member 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 January 1, 1976, unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded 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.

In witness whereof said VILLAGE DEVELOPMENT COMPANY has caused this instrument to be signed by its duly authorized officer and its corporate seal to be hereunto affixed this 25th day of July 1950.



Leo Capson

VILLAGE DEVELOPMENT COMPANY

By *Leo L. Capson*
President

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 25th day of July 1950, personally appeared before me, LEO L. CAPSON, who being by me duly sworn did say for himself, that he, the said LEO L. CAPSON is the president of the VILLAGE DEVELOPMENT 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 the said LEO L. CAPSON duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Robert E. Steinman
Robert E. Steinman
Notary Public
Residing at Salt Lake City, Utah



commission expires:
February 24, 1954