

Recorded in the name of Harold G. Miller APR 20 1949
 at 10:00 AM Fee paid \$ 310 Clara Tolbert Chase, Recorder Salt Lake County, Utah
 By Clara Tolbert Chase, Dep. Book 675 Page 356 Ref. 2548 E 280
2548 E 280 ADM

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USE RESTRICTIONS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are all the owners of a certain parcel of real property situate in Salt Lake County, State of Utah and described as follows, to-wit:

All of Lots 1 to 9 inclusive, Coblerock Lane, a subdivision of the following described premises, to-wit:

Commencing 1110.96 feet West from the Northeast corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 143.94 feet; thence North 80 rods; thence East 24 rods; thence North 986.05 feet; thence North 75° 34' West 176 feet; thence North 32° 32' West 151.75 feet; thence North 162.14 feet to the point of beginning, containing 10.36 acres, more or less,

and,

WHEREAS, said owners have subdivided said land into building lots in the subdivision designated Coblerock Lane Subdivision, and have filed and recorded a plat thereof as required in the office of the County Recorder of Salt Lake County, State of Utah, and

WHEREAS, it is desired for the benefit and protection of the owners of the respective lots within said subdivision to provide certain use restrictions which shall govern and control the use and enjoyment of the lots within said subdivision,

NOW, THEREFORE, the undersigned, being the owners of all the land within said Coblerock Lane Subdivision, do hereby declare and agree that each and all of the lots within said subdivision shall be owned, held, enjoyed and conveyed by the owners and the successive grantees thereto, their heirs and assigns, subject to the following restrictions:

(a) No building or structure shall be erected for use or be used for any purpose within said subdivision except as a dwelling. This restriction, however, shall not be construed to prohibit the erection of garages, a private stable, a private hot house, or such out buildings as are necessary to house domestic animals permitted to be raised within said subdivision under the provisions of paragraph (f) of this agreement.

(b) No dwelling house costing less than Five Thousand Dollars shall

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be constructed upon any lot within said subdivision, and the ground floor area of any such dwelling house, exclusive of open porches and garages, shall not contain less than one thousand square feet.

(c) No trailer, basement, tent, shack, garage, barn, or other building, except a dwelling house erected on any lot within said subdivision shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence in said subdivision.

(d) No residential structure shall be erected or placed upon any plot of ground within said subdivision, which plot is less than an acre in size, excepting Lot No. 8 of said subdivision, which is smaller than one acre in area, it being the intention of the parties to this agreement to provide for residential lots of a minimum size of one acre per dwelling.

(e) No obnoxious or offensive trade or activity shall be carried on within said subdivision, nor shall any activity be carried on within said subdivision which may be or become a nuisance or annoyance to other occupants of said subdivision or lands adjacent thereto.

(f) No animals or fowls may be raised for commercial purposes within said subdivision. Owners of lots within said subdivision, however, may raise and keep domestic animals, such as dogs, horses, rabbits, a cow and one calf, and not more than 25 chickens, or other fowls, for their own use, provided the same do not become offensive or obnoxious to other owners within the said subdivision or lands adjacent thereto. The raising of hogs within the said subdivision is expressly prohibited.

(g) No person of any race other than Caucasian race shall use or occupy any building within the said subdivision. This restriction shall not prohibit the occupancy of the same by the parents of a different race residing with the Caucasian race within said subdivision.

(h) The lots within said subdivision shall be subject to a right of easement for the installation and maintenance of utility lines and for the maintenance of necessary irrigation.

These covenants shall run with the land and shall be binding on all owners of lots within said subdivision until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years each unless by the vote of a majority of the owners in the subdivision these covenants are changed, modified, or nullified in whole or in part.

If the parties hereto or their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning land within the said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the said covenants, and to prevent him or them from so doing and/or to recover damages for such violation.

The invalidity of any covenant contained herein shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being all the owners of the lots within said Cobblersack Lane Subdivision, have hereunto set their hands this _____ day of April, 1969.

Austin P. Miller
Pauline La Bee Miller
Harold Cannon
Gene S. Cannon
Edwin Cannon Jr
Jarrett R. Cannon
Robert T. Cannon
Alice J. Cannon
Robert T. Cannon
Robert T. Cannon
Harold J. Miller
Barbara E. Miller

STATE OF CALIFORNIA)
COUNTY OF KERN) SS.

On this 29 day of April, 1949, personally appeared before me Austin P. Miller and Pauline La Bee Miller, husband and wife, personally known to me to be two of the signers of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

[Signature]
Notary Public,
Residing at Bakersfield, California

My commission expires:
My Commission Expires January 19, 1950

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On this 29th day of April, 1949, personally appeared before me Harold G. Miller and Barbara C. Miller, husband and wife; Edwin C. Cannon, Jr., and Janeth Cannon, husband and wife; Kent F. Cannon and Hortense Cannon, husband and wife; Espey T. Cannon and Alice F. Cannon, husband and wife; and Karl Pennier and Vera S. Pennier, husband and wife, ten of the signers of the foregoing instrument, who each duly acknowledged to me that he/she executed the same.

[Signature]
Notary Public,
Residing at Salt Lake City, Utah.

My commission expires:
Dec 31 1951

