

1188694

DECLARATION OF PROTECTIVE COVENANTS

C. Taylor Burton and Hilda H. Burton, his wife

To

Whom It May Concern:

C. Taylor Burton and Hilda H. Burton, his wife, of Salt Lake County, State of Utah, owners of the following described real property situate in Salt Lake County, State of Utah, to wit:

All of the Lots in Glendale Gardens Plat "E" according to the official plat thereof on record with the County Recorder of Salt Lake County, Utah; which lots are more particularly described as all of Lots 1-3 inclusive, Block 1, all of Lots 1-28 inclusive, Block 2, all of Lots 1-11 inclusive Block 3, all of Lots 1-6 inclusive, Block 4, all of Lots 1-27 inclusive, Block 5, all of Lots 1-35 inclusive, Block 6, all of Lots 1-28 inclusive, Block 7.

Are desirous of developing said property as a residential district, and do hereby declare that said land shall be held and conveyed subject to the following protective covenants.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A- All of said 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 detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars excepting all of Lots 1-3 inclusive, Blocks 1 and 2, and all of Lots 1-8 inclusive, Block 7, which lots are hereby set aside for the erection of detached duplex dwelling houses for two family occupancy together with not more than two single garages or one double garage.

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 C. Taylor Burton, Elbert G. Adamsen and Joseph G. Gundersen, or by a representative designated by the members of said committee. In the event of death or resignation of any member of said committee, the remaining members 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, shall not approve or disapprove such design and location within 30 days after such 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 the 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 February 1, 1955. 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 or 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 25 feet to the front lot line, nor nearer than 4 feet to any side line; except that on corner building plots, no building shall be located nearer than 25 feet to the front lot line nor nearer than 15 feet to any side street. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 4 feet to any side lot line.

D- No said residential building lot may be re-divided or sold in pieces other than as shown on the official plat for the purpose of constructing additional dwellings thereon.

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- No dwelling costing less than \$5,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half, or two story structure.

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

I- No persons of any race other than the Caucasian race shall use or occupy any building or any lot except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with any owner or tenant.

Signed

*E. Taylor Burton*  
*Hilda H. Burton*

STATE OF UTAH )

SS

COUNTY OF SALT LAKE)

this 8 day of February, A.D. 1950 personally appeared  
E. Taylor Burton and Hilda H. Burton the signers of the above  
who duly acknowledged to me that they executed the same.

*Harold A. Rembert*  
Notary Public



RECORDED IN THE OFFICE OF THE COUNTY CLERK, SALT LAKE COUNTY, UTAH, FEBRUARY 10, 1950, PAGE 57.