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PROTECTIVE COVENANTS FOR PART OF COUNTRY CLUB HEIGHTS SUBDIVISION, SALT LAKE CITY, STATE OF UTAH

- 829-73-9
- 829-204-39 ✓
- 829-205-36
- 829-145-1 ✓
- Misc Index #3

MODERN HOUSING CORPORATION, a Utah Corporation

TO WHOM IT MAY CONCERN:

We, the owners of the following-described property:

"Lots 41 to 48, inclusive, and that part of Lots 37, 38, 39, and 40 lying South of U.S. Highway 40, in Block 3, COUNTRY CLUB HEIGHTS; Lots 7 to 14, inclusive, and Lots 32 to 36, inclusive, and that part of Lots 3, 4, 5, 6, 28, 29, 30, and 31 lying South of U.S. Highway 40, all in Block 4, COUNTRY CLUB HEIGHTS; Lots 29 to 34, inclusive, and Lots 37 to 48, inclusive, Block 1, COUNTRY CLUB HEIGHTS; Lot 51, Block 2, COUNTRY CLUB HEIGHTS; and that part of Lots 23, 24, 25, 26 in Block 4, lying North of U.S. Highway 40 and commencing at the Southeast corner of Lot 51, Block 2, COUNTRY CLUB HEIGHTS, and running thence West to U.S. Highway 40, thence Southeasterly along the North boundary of U.S. Highway 40 to the North line of Lot 1, Block 4, COUNTRY CLUB HEIGHTS, thence East to the Northeast corner of Lot 23, Block 4, COUNTRY CLUB HEIGHTS, thence North 50 feet to the point of beginning."

in consideration of the premises and as part of the general plan for improvement of said Country Club Heights Subdivision, do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until April 1, 1973, 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.

2. If the parties hereto, or any of their 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 on the above-described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. 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.

4. All above described lots in the subdivision 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.

5. No building shall be located on any residential building lot described above nearer than twenty feet to the front lot line, excluding porches, cornices, spoutings, chimneys, and purely ornamental projections, nor nearer than fifteen feet to any side street line, excluding porches, cornices, spoutings, chimneys, and purely ornamental projections. No building except a detached garage or other outbuilding located seventy feet or more from the front lot line shall be located nearer than eight feet to any side lot line. No residence shall be erected on any of the above lots farther than forty feet from the front lot line.

6. No residential structure shall be erected or placed on any of the above-described building plots, which plot has an area of less than 4,500 square feet or a width of less than forty feet at the front building setback line.

7. 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.

8. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the said 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.

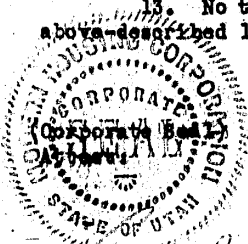
9. No dwelling costing less than \$4000.00 shall be permitted on any of the above-described lots in said subdivision. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure, nor less than 600 square feet in the case of a one-and-one-half or two-story structure.

10. An easement is reserved over the rear five feet of each of the above-named lots for utility installation and maintenance.

11. No person 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 an owner or tenant.

12. No permanent provision shall be made on any of the above-described lots for the raising of poultry, or the housing of cows, horses or other livestock.

13. No trash, ashes or other refuse may be thrown or dumped on any of the above-described lots.



MODERN HOUSING CORPORATION

Louis J. Bowers, Jr.
Treasurer

By Louis J. Bowers, Sr.
President

STATE OF UTAH)
County of Salt Lake) ss

13th April
On the 13th day of February, A.D. 1948, personally appeared before me LOUIS J. BOWERS, JR. and LOUIS J. BOWERS, SR., who being by me duly sworn did say, each for himself, that he, the said LOUIS J. BOWERS, JR. is the president, and he, the said LOUIS J. BOWERS, SR. is the treasurer of MODERN HOUSING CORPORATION, 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 said LOUIS J. BOWERS, JR. and LOUIS J. BOWERS, SR. each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Phyllis L. Stearns
Notary Public
Residing at Salt Lake City, Utah

TRUST SECURITY TRUST CO.

Recorded at Request of _____ MAY 7 1948

4:25 PM Fee paid \$ 1.70 Hazel Taggart Chase, Recorder Salt Lake County, UTAH

By R. E. Schmitt, Dep. Book 687 Page 263- Not. 829-72-15

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