

A G R E E M E N T

THIS AGREEMENT made and entered into by and between CELESTA GINI, a widow, INNOCENTINA GINI, a widow, DOSOLINA HICKMAN and EMET A HICKMAN, her husband, which said parties hereto constitute all of the owners of the real property situated in a subdivision of Salt Lake City, Utah, commonly known as MOUNTAIN VIEW PARK.

W I T N E S S E T H :

WHEREAS, MOUNTAIN VIEW PARK, a subdivision of all of Lots 16 and 17 of Block 7, Five Acre Plat "C", Big Field Survey; those portions of Lots 6 and 7 of said Block 7 lying east of the east line of Section 16, T. 1 S., R. 1 E., S. L. B. & M.; All of Lot 3 of Block 7 F. M. Lyman, Jr.'s. Survey of Section 16, T. 1 S., R. 1 E., S. L. B. & M.; and a portion of Lot 4 of Block 7, F. M. Lyman, Jr.'s. Survey of said Section 16 described as follows: Beginning at the southeast corner of said Lot 4, thence N. 0° 09' 54" W., along the East Line of said Section 16, 288.105 ft. to the northeast corner of said Lot 4; thence N. 89° 49' 10" W. along the north line of said Lot 4, 508.244 ft.; thence S. 0° 11' 48.6" W., 118.90 ft.; thence N. 89° 49' 10" W., 125.5 ft. to the East line of 19th East Street; thence S. 0° 11' 48.6" W., along said East line of 19th East Street, 50 ft.; thence S. 89° 49' 10" E., 125.5 ft.; thence S. 0° 11' 48.6" W., 119.2 ft.; thence S. 89° 49' 10" E. along the south line of said Lot 4, 510.063 ft. to the point of beginning, was platted and recorded on October 4, 1939 in Book "I" of Plats, Page 98, as Instrument No. 866787, in the office of the county recorder of Salt Lake County, State of Utah, and

WHEREAS, the owners of said MOUNTAIN VIEW PARK desire

to place restrictions against the title to said MOUNTAIN VIEW PARK,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the said parties, the undersigned, do hereby jointly and severally respectively covenant and agree as follows, to-wit:

I.

That the following restrictions are hereby created and declared to be covenants running with the title and land constituting the said MOUNTAIN VIEW PARK and each and every part thereof, and the undersigned owners hereby declare that the aforesaid land upon the plat of MOUNTAIN VIEW PARK above referred to is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

1. DEFINITION OF TERMS USED

That for the purpose of these restrictions the word "Street" shall mean any street or parkway of whatever name which is shown on the plat of MOUNTAIN VIEW PARK and which has been dedicated to Salt Lake City for the purposes of public streets, or for parkway purposes.

The word "Lot" shall mean either any lot as platted or any tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth.

A "Corner Lot" shall be deemed to be any such lot platted or any such tract or tracts of land as conveyed having more than one street contiguous to it.

2. PERSONS BOUND BY THESE RESTRICTIONS

That the covenants and restrictions are to run with

the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the lots in this addition shall be taken and held to agree and covenant with the owners of the lots shown on said plat of said subdivision of MOUNTAIN VIEW PARK and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of twenty-five (25) years from the 15th day of March, 1940, at which time said covenants and restrictions shall terminate unless renewed by the then title holders of the land in said subdivision.

3. USE OF LAND: COST: FRONTAGE

That none of said lots of said MOUNTAIN VIEW PARK subdivision or fraction thereof shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy for not more than one family, shall not exceed one and one-half stories in height, and shall not provide a private garage for more than two automobiles. Any single family residence erected wholly or partially on said lots shall cost not less than Three Thousand Dollars (\$3,000.00), and the ground floor square foot area of the main building exclusive of porches, garage or other projections, shall not be less than 700 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 story structure.

4. DWELLING SET BACK AND FREE SPACE.

No building shall be erected on any residential building plot nearer than 25 feet to, nor farther than 35 feet from, the front lot line, nor nearer than 8 feet to any side lot

line. The side line restriction shall not apply to a garage located on the rear one-half of a lot, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.

5. SIZE OF LOTS

No residential lot shall be resubdivided into building plots having less than 6000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 6000 square feet or a frontage of less than 50 feet.

6. OWNERSHIP AND OCCUPANCY

No race or nationality other than the Caucasian race, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

7. TEMPORARY RESIDENCES PROHIBITED

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be used at any time as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

8. UTILITY EASEMENT

A perpetual easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

9. VIOLATIONS AND DAMAGES

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before March 15, 1965, it shall be lawful for any other person or persons owning any other lots 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 or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. COMMITTEE APPROVAL

No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.

11. COMMITTEE

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of lots in said subdivision; said committee to consist of three persons, each to be an owner in said subdivision, and each to hold office for one year and until his successor is duly elected; a majority vote of said committee shall be binding and controlling. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

12. NUISANCES

No noxious or offensive trade 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.

13. SAVING CLAUSE

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.

II.

That said restrictions shall be construed to be in

addition to the provisions of the zoning ordinance now in force as enacted by Salt Lake City, Utah, and not in conflict therewith.

IN WITNESS WHEREOF, the owners of all of said platted lots and the tract of real estate hereinabove mentioned, this 18th day of March, 1940. have caused these presents to be executed.

Innocentina Gini
(Innocentina Gini)
Celesta Gini
(Celesta Gini)
Dosalina Hickman
(Dosalina Hickman)
Emet A. Hickman
(Emet A. Hickman)

STATE OF UTAH

SS

COUNTY OF SALT LAKE

On the 18th day of March, 1940, personally appeared before me Innocentina Gini, a widow, Celesta Gini, a widow, Dosalina Hickman and Emet A Hickman, her husband, who duly acknowledged to me that they executed the foregoing instrument.

W. J. McKEAGUE
NOTARY PUBLIC
COMMISSION EXPIRES
MAR. 2, 1943

W J McKeague
Notary Public
Residing at Salt Lake City, Utah

SALT LAKE CITY, STATE OF UTAH

Recorded at the request of Ed Gini, Mar. 18, 1940, at 1114 P. M., in Book #239 of Liens and Leases, pages 426-27. Recording fee paid \$4.50. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-34, 111, 1; S-34, 114, 1; S-34, 117, 1. Entered in Misc Index #3.) FL

1876479

ORIGINAL
TAX SALE REDEMPTION CERTIFICATE

No. 222C
Salt Lake City, Utah, March 16 1940

Office of City Treasurer
Received of Elizabeth A Hanson by Lucile M. Parks City Auditor One hundred fifty six 72/100 Dollars, \$156.72 the same being to redeem the following described premises, situate in Salt Lake City, County of Salt Lake, State of Utah, from a certain sale thereof for Delinquent Special Taxes made by the City Treasurer of Salt Lake City, on Nov 29 1928 to Salt Lake City Corporation to-wit:

DESCRIPTION	TAX AND COSTS
Sewer Extension No. 328 Sale Book 6 Page 84	Tax and Costs at Date of Sale - - - - \$156.22
Part of Lot 38-41 Block 1 Plat or Sub. Westminster	Interest from Date of Sale - - - - \$.....
Hts. Plat A Described as follows: Lot 38 to 41 Blk;	Redemption Certificate Fee - - - - \$.50
1 Westminster Heights Plat A	
Frontage abutting said improvement and to a depth of:	
25 ft feet back therefrom.	
Entry #406273 in County Recorders Office	

Milton E. Lipman
Treasurer of Salt Lake City

State of Utah,

SS.

County of Salt Lake

On the 16th day of March A. D. one thousand nine hundred and forty, personally appeared before me Milton E Lipman Treasurer of Salt Lake City Corporation, the signer of above instrument who duly acknowledged to me that he executed the same.

My commission expires
Apr 22 1940

OSCAR A. JENSEN
NOTARY PUBLIC
COMMISSION
SALT LAKE CITY-STATE OF UTAH

Oscar A Jensen.
Notary Public
SALT LAKE CITY, UTAH

1876479