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SECURITY TITLE COMPANY

SEP 25 1946

at 4:22 P.M. Registered 4.20' Cor. 11th St. Ward, Recorder S. L. County, Utah

*Cornelia S. Funder*

Book 499 Page 33

Ref. 648-83-1

*836-224-15-**Misc Index #3**Water Index #9159*RESTRICTION AGREEMENT

WHEREAS, Jack E. Perkins and Lois C. Perkins, his wife, and Richard L. Perkins and Helen S. Perkins, his wife, are the owners of the following described real estate situate in Salt Lake County, State of Utah, to-wit:

Lots 1 to 11 inclusive of MEADOWS, a subdivision of part of Lot 10, Block 18, Ten Acre Plat "A", Big Field Survey.

Also, beginning at a point 0.31 feet South and 120 feet West from the North-east corner of said Lot 10 and running thence South 0° 11' West 287.10 feet; thence South 89° 51' West 485.98 feet; thence North 0° 23' East 287.10 feet; thence North 89° 51' East 485 feet to the point of beginning, and

WHEREAS, Jack E. Perkins and Lois C. Perkins, his wife, and Richard L. Perkins and Helen S. Perkins, his wife, as owners of said real estate hereinbefore described desire to place restrictions against the title to said real estate;

NOW, THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and should be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

## 1. 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 land hereinbefore described shall be taken and held to agree and covenant with the owners of the land 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 from date hereof

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to January 1, 1975, 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 said lots and land it is agreed to change said covenants in whole or in part.

2. 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.

3. USE OF LAND: COST: FRONTAGE.

That none of said land 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 not more than occupancy by one family and shall be a detached single family dwelling, not to exceed one and one-half stories in height and a private garage for not more than two cars. Any single family residence erected on said lands shall not cost less than \$4000.00, and the ground floor square foot area of the main structure, exclusive of one story open porches and garages, shall not be less than 590 square feet.

4. DWELLING SET BACK AND FREE SPACE.

No building shall be erected on any residential building plot nearer than 20 feet to the front lot line, (except that on Lot 1, Meadows Subdivision, may be erected to within ten feet to the front lot line) nor nearer than 5 feet to any side street, line. No building, except a detached garage or other outbuilding located 25 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

5. SIZE OF LOTS

Said land, or any part thereof, shall not be resub-

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divided into building plots having less than 4,500 square feet of area or a width of less than 42 feet at the front building set back line.

#### 6. TEMPORARY RESIDENCES PROHIBITED

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 residence of a temporary character be permitted.

#### 7. NUISANCES.

No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

#### 8. COMMITTEE.

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 Jack E. Perkins, Richard L. Perkins and Edward O. Platt, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member 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, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, in a 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 shall be

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deemed to have been fully complied with. Neither the members 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 its designated representative, shall cease on and after January 1, 1950. 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 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.

#### 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 January 1, 1975, it shall be lawful for any other person or persons owning any of said land to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or restriction and either to prevent him or them from so doing or to recover damage or other dues for such violation.

#### 10. UTILITY EASEMENTS.

An easement is hereby reserved over the following described portion of said lands, to-wit:

Easement for water line beginning at the North-east corner of Lot 4, of Meadows Subdivision and running thence South  $72^{\circ} 00'$  West 36.0 feet; thence South  $33^{\circ} 00'$  West 75.0 feet; thence South  $51^{\circ} 52'$  East 10.0 feet; thence North  $33^{\circ} 00'$  East 72.0 feet; thence North  $72^{\circ} 00'$  East 39.0 feet more or less to east line of said Lot 4; thence Northwesterly along East line of said Lot 4, 10.0 feet more or less to point of beginning.

for the installation and maintenance of a pipe line to convey

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culinary water to all of the lots and parcels of land hereinbefore described from that certain artesian water well situate in the Southwest corner of Lot 4 of said Meadows subdivision.

An easement is also reserved over the following described portion of said lands, to-wit:

Beginning at a point which is 0.31 feet South and 120.0 feet West of the Northeast corner of Lot 10, Block 18, Ten Acre Plat "A", Big Field Survey, and running thence South 0° 11' West 385.65 feet; thence South 85° 51' West 10.03 feet; thence North 0° 11' East 381.41 feet; thence South 89° 51' West 485.0 feet; thence South 0° 23' West 282.10 feet; thence South 89° 51' West 10.0 feet; thence North 0° 23' East 287.10 feet; thence North 89° 51' East 485.0 feet to point of beginning.

Also beginning at a point which is 5.95 feet South and 352.50 feet West of the Northeast corner of aforesaid Lot 10, and running thence South 89° 51' West 15.0 feet; thence South 0° 11' West 315.1 feet; thence South 89° 51' West 12.0 feet; thence South 0° 11' West 188.0 feet; thence South 51° 52' East 107.16 feet; thence North 89° 51' East 295.0 feet; thence North 0° 11' East 10.0 feet; thence South 89° 51' West 288.0 feet; thence North 51° 28' West 80.0 feet; thence North 0° 02' East 510. feet more or less to point of beginning.

for sewer and general utility installation and maintenance.

11. 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.

*Richard L. Perkins*  
*Richard L. Perkins*  
*Richard L. Perkins*  
*Richard L. Perkins*

STATE OF UTAH }  
 COUNTY OF SALT LAKE } SS

On the 23<sup>rd</sup> day of December, 1946, personally

FABIAN, BLENDENIN, MOFFAT & MABEY  
 ATTORNEYS AT LAW  
 CONTINENTAL BANK BUILDING  
 SALT LAKE CITY, UTAH