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RESTRICTIVE COVENANTS

MURRAY BURTON ACRES

SALT LAKE COUNTY,

UTAH

-O-O-O-O-O-

The undersigned Afton S. Farnsworth, Vilate S. Chapman, Clifford F. Burton and Annie H. Burton, his wife, being the sole owners of MURRAY BURTON ACRES a subdivision of part of the Southeast quarter and the Southwest Quarter of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian in Salt Lake County, Utah, according to the official plat thereof now of record in the Office of the Recorder of Salt Lake County, acting for the benefit of present and future owners of building lots in the said subdivision, do hereby impose upon the above named subdivision and all of the building lots included therein the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of land within the subdivision and shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within the said subdivision, their heirs, administrators, executors, grantees and assigns

JENSEN & RICHARDS
ATTORNEYS AT LAW
WALKER BANK BUILDING
SALT LAKE CITY 1, UTAH

The covenants as hereinafter set forth are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in the above-described and named subdivision it is agreed to change the 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 Covenants 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All 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 and a one story chicken coop not to exceed 1,000 square feet.

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 B. L. Farnsworth and R. J. Chapman, 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, 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 its 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 January 1, 1965. 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.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no residential building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 12 feet to any side street line. No building, except a detached garage or other outbuilding located 100 feet or more from any street line, shall be located nearer than 12 feet to any side lot line. No outbuilding shall be located nearer than 100 feet to the nearest street line. No building shall be located nearer than 1 foot to any property line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 square feet or a width of less than 30 feet at the front building setback line.

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 \$9000.00 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 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, two, or two and one-half story structure.

H-2. An easement is reserved for utility installation and maintenance as shown on plat.

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

J. No owner or tenant of any of the property in this subdivision shall allow the use of his land or outbuildings thereon to house or feed pigs.

K. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision a sewage system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by the Health authority.

In Witness Whereof the above named owners herewith set their hands and seals this _____ day of June, 1946.

Afton S. Farnsworth

Vilate S. Chapman

Clifford P. Burton

Annie H. Burton

STATE OF UTAH, SS
COUNTY OF SALT LAKE,

On this 24 day of June, 1946, personally appeared before me Afton S. Farnsworth, Vilate S. Chapman, Clifford P. Burton and Annie H. Burton, his wife, the signers of the above and foregoing instrument who duly acknowledged to me that they executed the same.

[Signature]
Notary Public residing at Salt Lake City, Utah



JENSEN & RICHARDS
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SALT LAKE CITY 1, UTAH

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