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Cornelia S. Lund
RESTRICTIVE COVENANTS

504 489 043-130-26
misc index #3

WHEREAS, James I. Fletcher and Mary T. Fletcher are the owners of the following described real estate situate in Salt Lake County, State of Utah:

The East 1/2 of the Southeast Quarter of the Northeast Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Excepting that portion conveyed by Adam Sharp to F. M. Orem by Warranty Deed dated October 31, 1916, and recorded November 24, 1916, in Book 9-V of Deeds, Pages 343-4. 100 Sq. Ft. of the Southeast corner may be used for commercial purposes.

WHEREAS, the said owner is desirous of creating certain building restrictions and covenants running with the land upon the above described property for the purpose of restricting and governing the use of lots, plots or other parts or portions of the real property hereinabove described.

NOW, THEREFORE, the said owners, James I. Fletcher and Mary T. Fletcher, hereby declare and agree that the following restrictions are hereby created and declared to be covenants running with the title and land, and each and every part thereof, and the said owners hereby declare that the aforesaid property described above is to be held, and shall be conveyed subject to the following reservations, restrictions and covenants herein-after set forth:

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 in any residential building plot other than one detached single-family or duplex dwelling not to exceed one story in height and a private garage for not more than 3 (three) cars.

B. No building shall be erected, placed, or altered on any building plot on this ground until the building plans, specifications, and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures on said ground, and as to location of the building with respect to topography and finished ground elevation, by a

committee composed of Estel L. Wright, J. H. Hill and H. J. Cassity, 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, 1956. 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 on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 8 feet to any side line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7000 square feet or a width of less than 60 feet at the front building setback line.

28 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. No building other than home or garage shall be placed nearer than 100 feet from property line.

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 \$4,500.00 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.

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

I. Until such time as a sanitary sewer system shall have been constructed to serve this ground, a sewage disposal system constructed in accordance with the requirements of the Utah State Board 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.

J. No persons of any race other than the Caucasian shall use or occupy any building on any of the above described property except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots created from the plot of real property hereinabove described, it is agreed to change said covenants in whole or in part, and all persons and corporations who now own or who shall hereafter acquire any interest in the above property shall be taken and held to agree and covenant with the

owners of the other lots created from the premises hereinabove described, and with their heirs, successors and assigns to conform to and observe the covenants and restrictions and stipulations as to the use thereof and construction of residences and improvements thereon as hereinabove set forth.

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 of the real property hereinabove described 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.*

WITNESS thereof this 14 day of October, A.D., One Thousand Nine Hundred and Forty-Six.

James I. Fletcher
Mary T. Fletcher

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 14 day of October, A.D., 1946 personally appeared before me James I. Fletcher and Mary T. Fletcher, who duly acknowledged to me that they executed the same.

Ernest L. Briggs
Notary Public

Residing in:
Salt Lake City

