

1078413

Recorded at Request of SECURITY TITLE COMPANY APR 11 1947

at 12:40 M. Fee paid \$ 3.10

Hazel Taggart

By *P. L. Schmitt* Dea. Book 530 p. 462 - *misc. binder #3*  
RESTRICTIONS FOR COUNTRY CLUB VILLA  
Salt Lake City, Utah

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owners of the following described property situated in Salt Lake County, Utah, to-wit:

Block 1 and 2 of COUNTRY CLUB VILLA, a subdivision of part of the Northwest quarter of the Northeast quarter of Section 22, Township 1 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, State of Utah, and

are desirous of creating restrictions and covenants affecting said property,

NOW, THEREFORE, in consideration of the premises, the undersigned hereby declare the property herein above described subject to the following restrictions and covenants:

(a) All lots in the tract shall be known and described as residential lots. No structure 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. The garage may be either attached or detached from the dwelling. Nor shall any use be made of any such buildings erected thereon except as one-family dwelling.

No living quarters shall be provided in the basement of said dwellings other than a servants room with plumbing facilities for the use of the occupant. The installation of plumbing and wiring for kitchen in basement of said structure shall be a violation of these restrictions. Nothing herein contained in this paragraph shall exclude the use of the basement for an amusement room by the occupant of said dwelling.

(b) No building shall be erected on any plot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of the lots hereinbefore described, however, in the event that such committee is not in existence or fails to approve or disapprove such design or location within ten days after submission of the design in writing to said committee, 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.

(c) No building including outside porches shall be located on any residential building plot nearer to the front lot line nor nearer to any side street line than the setback line for such lot as shown on the official plat of said Country Club Villa.

(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 38 feet at the front building setback line as shown on the official plat thereof.

(e) Every detached single-family dwelling erected on any of said building plots in said tract shall cost Seventy-five Hundred Dollars (\$7500.00) or more and shall have a ground floor area as follows:

- If a one story structure, 1000 square feet or more;
- If a one and one-half story structure, 750 square feet or more;
- If a two story structure, 750 square feet or more;

The ground floor area as herein referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches and garage.

(f) A utility easement is reserved over the rear five (5) feet of Lots 1 to 15 in Block 1, Lots 2, 3, 6 & 7 of Block 2, the South five feet of Lot 6, Block 2, and the North five feet of Lot 7, Block 2 as shown and designated on the official plat of said Country Club Villa.

(g) No trade, business, profession or activity shall be carried on or practiced upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(h) 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.

(i) No structure shall be moved onto any building plot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

(j) No signs, billboards or advertising structures may be erected or displayed on any of the lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size, advertising a specific unit for sale or house for rent, may be displayed on the premises affected. Also, except during the period of development the subdivider shall be given the right to erect a sign or signs larger than herein specified on any or all lots paralleling 23rd East Street.

(k) No trash, ashes or any other refuse may be dumped or thrown on any tract hereinbefore described or any part or portion thereof.

(l) No person or persons of any race or nationality other than the Caucasian Race shall use or occupy any dwelling on the premises, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

(m) No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum building setback line.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1971, at which time said Covenants shall be automatically extended for successive periods of 10 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.

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 Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the hands of said parties this 11th day of April, A. D. 1947

Attest:

C. D. [Signature]  
Secretary



ESSCO CORPORATION.

BY Wallace Smith  
President

Steven J. Terry  
Steven J. Terry

Julia A. Terry  
Julia A. Terry

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On this 11th day of April, 1947 A. D., personally appeared before me WALLACE L. SMITH, President and C. W. SMITH, Secretary of ESSCO CORPORATION, each of whom did say that they are the President and Secretary, respectively of the ESSCO 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 WALLACE L. SMITH and C. W. SMITH, each duly acknowledged to me that said Corporation executed the same and seal affixed is the seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 11th Day of April, 1947, A. D.

*Wallace L. Smith*  
NOTARY PUBLIC

My Commission Expires: 11/13/47

Residing at Salt Lake City, Utah.



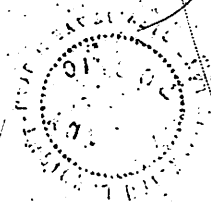
STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 11th Day of April, 1947, A. D. personally appeared before me STEVEN J. TERRY and JULIA A. TERRY, the signers of the within instrument who duly acknowledged to me that they executed the same.

*Wallace L. Smith*  
NOTARY PUBLIC

My Commission Expires: 11/13/47

Residing at Salt Lake City, Utah.



1078410

Recorded at Request of *Bryant V. Hoffmann* APR 11 1947

at 12:31 P.M. Fee paid \$ 90

By *C. L. Schmitt* Dep. Book 530 Page 464 - Ind. C 37-256-30

# Quit-Claim Deed

*1657 - Beck St*

ARTHUR HENNER, an unmarried person,

grantor

of Salt Lake City, County of Salt Lake

, State of Utah, hereby

QUIT CLAIMS to *BRYANT V. HOFFMANN*