

39

DEC 12 1947

1104522

Recorded at Request of J. Arthur Bailey
at 102 M Fee paid \$ 5.90 Hazel Taggart Chase, Recorder Salt Lake County, U.S.
By C. J. Schultz Dep. Book 578 Page 189 - Ret. 130-160-18

COVENANTS IMPOSING RESTRICTIONS
UPON LOTS IN CLEARVIEW
SUBDIVISION

Full Bank Bldg
Disc 21443
S. 37-88-8

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JAMES E. HAMILTON and LUCINDA A. HAMILTON, his wife, GEORGE M. HAMILTON and ANNIE H. HAMILTON, his wife, MILTON W. HAMILTON and BERNICE M. HAMILTON, his wife, DAVID E. HAMILTON and BETTY K. HAMILTON, his wife, and LEO M. HAMILTON and LA RUE R. HAMILTON, his wife, are the owners of the following described real estate situated in Salt Lake County, State of Utah, described as follows:

All of Clearview Subdivision, a Subdivision as recorded in the office of the County Recorder in Salt Lake County, State of Utah; and,

WHEREAS, the said parties have subdivided said land into building lots in a subdivision designated Clearview Subdivision and have filed a plat thereof, duly certified and acknowledged, as required by law, with the County Recorder of Salt Lake County, State of Utah, appearing in Book J of Plats, page 161; and

WHEREAS, it is the desire of the said parties, in connection with the subdivision and platting of said land and as a part of a general building plan for the protection of all persons who may become owners of lots or parcels of land within said subdivision, to provide for certain restrictions and make certain protective covenants which shall control the use and enjoyment of said lots or parcels of land within said subdivision and to place certain restrictions against the title to said real estate;

NOW, THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of the lots or parcels of land within said subdivision, the said JAMES E. HAMILTON and LUCINDA A. HAMILTON, his wife, GEORGE M. HAMILTON and ANNIE H. HAMILTON, his wife, MILTON W. HAMILTON and BERNICE M. HAMILTON, his wife, DAVID E. HAMILTON and BETTY K. HAMILTON, his wife, and LEO M. HAMILTON and LA RUE R. HAMILTON, his wife, do

hereby covenant and agree to and with all persons who may become owners of lots or parcels of land within said subdivision and their and each of their heirs, executors, administrators and assigns, and with all persons whom it may concern, that each and all of said lots or parcels of land shall be owned by them and when sold and conveyed, shall be owned, held, and enjoyed by all persons who may become the owners thereof and each of them and their and each of their heirs, executors, administrators and assigns subject to and with the benefit of the following restrictions, which are hereby declared to be covenants running with the land and binding upon and for the benefit of each and every owner thereof, and that the aforesaid land 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 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 said land and with their heirs, executors, administrators 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 to January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots and land it is agreed to change said covenants in whole or in part.

2. USE OF LAND-COST-FRONTAGE

That all lots, except lot No. 25, which may be used as a retail grocery and meat business, in the said subdivision shall be known and described as residential lots and that none of the land or fraction thereof, shall be improved, used, or occupied for any other than private residence purposes. That no structures shall be erected, altered or permitted to remain on any residential building plot other

than one detached or semi-detached single family dwelling, not to exceed one and one-half ($1\frac{1}{2}$) story in height and a private garage for not more than three cars and other outbuildings incidental to residential use of said plot. 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 not be less than 750 square feet in the case of one and one-half ($1\frac{1}{2}$) story structure.

3. Lot No. 25 may be used for the purpose of conducting retail grocery and meat business thereon. However, if this lot has not been sold for use as a site for a retail grocery or meats business by January 1, 1952 then the said lot may be sold and used as a residential lot and shall be subject to all the terms and conditions set forth in this agreement.

4. DWELLING SET BACK AND FREE SPACE

No building shall be erected on any residential building plot nearer than 25 feet to the front line or nearer than 12 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line shall be located nearer than 8 feet to any side lot line, however on lots 11, 12, 13 and 14 a reasonable variation from established building lines may be authorized by the property owners committee referred to herein an order to conform to physical conditions on the lot or its surroundings providing that no buildings be located nearer than 25 feet to any street line.

5. SIZE OF LOTS

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,500 square feet or a width of less than 47 feet at the front building set-back line.

6. NUISANCES

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.

7. TEMPORARY RESIDENCES PROHIBITED

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

8. UTILITY EASEMENT

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

9. SEWAGE DISPOSAL SYSTEM

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

10. 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 JAMES E. HAMILTON, J. ARTHUR BAILEY and CARLYLE I. BRIM, or by a representative designated by a majority of the members of said committee. In the event of the 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

-5-

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 shall not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives 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, 1954. Thereafter the approval described in this covenant shall not be

required, unless prior to such 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.

11. 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 herein, it shall be lawful for any other person or persons owning any real property situated in such 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.

12. OWNERSHIP AND OCCUPANCY

No person 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.

13. SAVINGS CLAUSE

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

IN WITNESS WHEREOF, the Owners of the tracts of real estate hereinabove mentioned, the said JAMES E. HAMILTON and LUCINDA A. HAMILTON, his wife, GEORGE M. HAMILTON and ANNIE H. HAMILTON, his wife, MILTON W. HAMILTON and BERNICE M. HAMILTON, his wife, DAVID E. HAMILTON and BETTY K. HAMILTON, his wife, and LEO M. HAMILTON and LA RUE R. HAMILTON, his wife, have hereunto signed their names this _____ day of August, 1947 and have caused these presents to be executed.

Signed in the presence of

James E. Hamilton
JAMES E. HAMILTON

Lucinda A. Hamilton (his wife)
LUCINDA A. HAMILTON

George M. Hamilton
GEORGE M. HAMILTON

Annie H. Hamilton
ANNIE H. HAMILTON

Milton W. Hamilton
MILTON W. HAMILTON

Bernice M. Hamilton (his wife)
BERNICE M. HAMILTON

David E. Hamilton
DAVID E. HAMILTON

Betty K. Hamilton (his wife)
BETTY K. HAMILTON

Leo M. Hamilton
LEO M. HAMILTON

La Rue R. Hamilton
LA RUE R. HAMILTON

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 6th day of August, 1947 personally appeared before me the undersigned Notary Public, in and for said County of Salt Lake, State of Utah, JAMES E. HAMILTON and LUCINDA A. HAMILTON, his wife, GEORGE M. HAMILTON and ANNIE H. HAMILTON, his wife, MILTON W. HAMILTON and BERNICE M. HAMILTON, his wife and LEO M. HAMILTON and LA RUE R. HAMILTON, his wife, signers of the foregoing instrument, who duly acknowledged that it was signed freely and voluntarily and for the uses and purposes therein mentioned.



Commission Expires:

5-20-51

J. Arthur Bailey
NOTARY PUBLIC

STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss.

On this 2nd day of ~~August~~ September, 1947 personally appeared before me the undersigned Notary Public, in and for said county of San Francisco, State of California, DAVID E. HAMILTON and BETTY K. HAMILTON, his wife, signers of the foregoing instrument, who duly acknowledged that it was signed freely and voluntarily and for the uses and purposes therein mentioned.



Commission Expires:

51

John M. ...
NOTARY PUBLIC