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Recorded at Request of SECURITY TITLE COMPANY DEC 26 1957

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at 400 Fee paid \$ 3 10 Hazel Taggart Chase, Recorder Salt Lake County, Utah

Name Taggart Chase Book 580 Page 575 - Ref Plat 218-5

RESTRICTIONS ON

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COTTONWOOD GLADE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned CYRENE N. BAGLEY and MARTHA D. BAGLEY, his wife, EDWARD N. BAGLEY and HELEN Y. BAGLEY, his wife, the Owners of the following described property situate in Salt Lake County, State of Utah, to-wit:

Lots 1 to 27, both inclusive, and Lots 29 to 33, both inclusive, in COTTONWOOD GLADE SUBDIVISION, according to the plat thereof recorded in the office of the County Recorder of said County;

DECLARE that all and each of said lots above described shall be subject to and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth:

I. Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than 3 automobiles.

II. Every detached single-family dwelling erected on any one of the following described lots: Lots 1 to 27, both inclusive, and Lots 29 to 33, both inclusive, of said Cottonwood Glade Subdivision, shall cost \$8,000.00 or more and shall have a ground floor area as follows: If a one-story structure, 1200 square feet or more; if one and one-half or two story structure, 800 square feet or more.

III. 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 of Edward N. Bagley, Irvin T. Nelson, and Ralph L. Wyman, 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 member of such committee or 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, 1955. 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.

IV. No building shall be located nearer than 45 feet to the front residential lot line of said Cottonwood Glade Subdivision. However, covered or uncovered, but not enclosed porches, balconies, porticoes, or terraces, may extend beyond the building limit line not more than 12 feet, and customary architectural appurtenances, such as cornices, bay windows, spoutings, chimneys, may extend not more than four feet beyond said building line. Steps leading to dwellings may extend beyond such building line provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side line of a residential lot than ten feet. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 20,000 square feet or a width of less than 120 feet at the front building set back line.

V. No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described. This district is not intended to be divided for or used for a commercial area, therefore, live-stock and fowls for this purpose will not be permitted in the area. (This paragraph is not intended to restrict the area so as to prohibit the raising of fine small birds, fowls, or animals as pets or as a special hobby.) However, the housing of such pets must be so constructed that it will not be unsightly and the number of such birds and pets and the housing for them shall be approved by the committee.

VI. No person of any race or nationality other than the Caucasian race, shall use or occupy any building on any of the residential lots hereinbefore described or any part or portion thereof, except that this covenant shall not prevent occupancy by domestics of a different race employed by the Owners or Tenant.

VII. No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof, 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.

VIII. No structure shall be moved on to any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

IX. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

X. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

XI. Until such time as a sanitary sewer system shall have been constructed to serve Cottonwood Glade Subdivision, a sewage disposal 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.

XII. Easements are reserved over the rear 5 feet of each lot for utility installation and maintenance, and the courses of existing open irrigation water ditches will not be altered without written approval of the Subdivision Building Committee mentioned in paragraph III above.

XIII. All covenants and restrictions herein stated and set forth shall run with the land and be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until fifteen years from the date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years unless by a vote of majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XIV. If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 15 years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XV. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 15 years from date hereof subject to automatic extension as provided in Paragraph XIII hereof.

Dated at Salt Lake City, Utah, this 26th day of December, A. D. 1947.

Cyrene N Bagley
Martha D Bagley
Edward N Bagley
Helen Y Bagley

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 26th Day of December, 1947, A. D. personally appeared before me CYRENE N. BAGLEY and MARTHA D. BAGLEY, his wife, EDWARD N. BAGLEY and HELEN Y. BAGLEY, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

Mark B. Eggertsen
NOTARY PUBLIC



Commission Expires: Aug. 1, 1948. Residing at Salt Lake City, Utah.