

89
1:14433

EAST WILLCREEK HEIGHTS - DEED RESTRICTION

WHEREAS, the parties hereto, representing all of the owners of real property in EAST WILLCREEK HEIGHTS, Salt Lake County, Utah, according to the official plat thereof filed and of record in the office of the County Recorder of said County, desire to create certain and various restrictions and covenants intended for the benefit of said real property;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereto, and said parties, and undersigned, do hereby jointly and severally covenant and agree as follows:

That the following restrictions are hereby created and declared to be covenants running with the title and the land hereinbefore described and each and every part thereof.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said Covenants shall be automatically extended for successive period of ten 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.

The above restrictions are covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, and its successors and assigns, and to all persons who are or become owners of any lot or lots in the above mentioned subdivision.

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 single family dwelling not to exceed two stories in height and a private garage for not more than two cars; except on Lots 1 to 16, inclusive, and lots 30 and 100 no structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one or two family dwellings not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee consisting of: Alex G. Adamson, Joseph G. Ranck, Sidney E. Mulcock, and V. A. Bettilyon. In the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days, 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 dwelling shall be erected on the above described property less than 30 feet from the front lot line, nor less than ten feet from the side lines of said property, and the combined width of the two side yards shall not be less than twenty feet; except that a dwelling with garage attached shall be not less than 8 feet from the side lot lines of said property and the combined width of the two side yards shall not be less than sixteen feet. Front line of dwellings shall be parallel to front lot line. No detached garage or other outbuilding shall be closer than sixty-five feet from the front lot line, and a detached garage may be placed within not less than two feet from either side lot line. All buildings are to conform with the Salt Lake Building laws.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,000 square feet or a width of less than 60 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. The ground area of the main structure, exclusive of porches and garages, shall not be less than 900 square feet, in case of a one story structure, and not less than 750 square feet in case of one and one-half or two story structures, and not less than 1000 square feet in case of a basementless structure.

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

I. No race or nationality other than Caucasian race shall own or occupy any building on any of said land, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by the owner or tenant.

J. Until such time as a sanitary sewer system shall have been constructed to serve "this subdivision" 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.

Arjen Jager
Arjen Jager

Sidney E. Mulcock
Sidney E. Mulcock

Louise V. Jager
Louise V. Jager

Annie M. Mulcock
Annie M. Mulcock

Alex G. Adamson
Alex G. Adamson

Arvil C. Mauchley
Arvil C. Mauchley

Eva June Adamson
Eva June Adamson

Lois J. Mauchley
Lois J. Mauchley

Joseph G. Ranck
Joseph G. Ranck

R. G. Adamson, Jr.
R. G. Adamson, Jr.

Elizabeth A. Ranck
Elizabeth A. Ranck

Dorothy May Adamson
Dorothy May Adamson

BETTILYON HOME BUILDERS CO.

BY V.A. Bettilyon
V.A. Bettilyon, President

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On this 11th day of March, 1948 personally appeared before me SIDNEY E. MULCOCK and ANNIE M. MULCOCK, his wife, ARVIL C. MAUCHLEY and LOIS J. MAUCHLEY, his wife, R. G. ADAMSON JR. and DOROTHY MAY ADAMSON, his wife, ARJEN JAGER and LOUISE V. JAGER, his wife, ALEX G. ADAMSON and EVA JUNE ADAMSON, his wife, and JOSEPH G. RANCK and ELIZABETH A. RANCK, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Commission Expires: 3-49
STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

Edwin E. Lusk
Notary Public
Residing at Salt Lake City, Utah

On this 11th day of March, A.D. 1948, personally appeared before me V. A. BETTILYON to me personally known, who being by me duly sworn did say that he is the President of BETTILYON HOME BUILDERS CO., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by the authority of its board of directors and that the said V. A. BETTILYON signed said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 11th day of March, 1948.
Notary Public

Edwin E. Lusk
Notary Public
Residing at Salt Lake City, Utah

MAR 17 1948

Recorded at Request of

SECRETARY STATE DEPARTMENT

at Job M Fee paid \$ 3.50

Rosal Tarrant Chase, Recorder Salt Lake County, Utah

By *[Signature]*

Dep.

Book 526 Page 193

Ref. 837-3-15

837-3-19

miss index #3

Platte

Indexed

Photo

Abstract

Grantor

Grantee

Notes

[Faint, mostly illegible text from the document body, appearing to be a recording or abstract of a deed or similar legal document.]

Official Record
 Salt Lake County, Utah