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Recorded at Request of ORLIN G. NORTH JAN 13 1950
 at 11:47 AM Fee paid \$ 3.70 14 "D" ST.
 Hazel Taggart Chase, Recorder Salt Lake County, Utah
 By P. J. Nettles, Dep. Book 734 Page 377 - Ref. 537-229-20
 = 537-229-20
 Mike Jones

PROTECTIVE COVENANTS

PART A. PREAMBLE.

On this 12th day of January, A. D. 1950, Orlin G. North, Hazel S. North, his wife, John E. Christie, unmarried, Elsie E. Erickson, and Prescott A. Erickson, unmarried, all being residents of Salt Lake City, Salt Lake County, State of Utah, in consideration of their mutual agreements, do hereby put upon record the following described protective covenants for the purpose of establishing a fully protected residential district known and legally described as follows, to-wit:

Lots 1 to 28 inclusive and 76 to 80 inclusive of East Mill Creek Heights Addition #2, a subdivision of part of the Southwest $\frac{1}{4}$ of Section 26, Township 1 South, Range 1 East, Salt Lake Meridian, according to plats on record at the office of the County Recorder in Salt Lake City, Salt Lake County, State of Utah.

These covenants shall apply to the entire tract described above.

PART B. COVENANTS.

B-1. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height, exclusive of the basement, and a private garage for not more than three cars.

B-2. ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered, on any lot until the construction plans and specifications have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to the topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

B-3. DWELLING SIZE AND QUALITY.

The ground floor area of the main structure of all dwellings, exclusive of open porches and garages, shall be not less than 1000 square feet and of a quality in keeping with FHA standards as of this date, of construction, quality and workmanship.

B-4. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot line than 30 feet nor shall the front line of any dwelling be further than 45 feet from front lot line, nor shall any building be nearer than 20 feet to any side street line. No building shall be located nearer than 12 feet to any interior lot line except an attached garage which may be no nearer than 8 feet, or a detached garage or other permitted accessory building located 75 feet or more from the front lot line is not required to have any side yard. No dwelling shall be located on any interior lot nearer than 60 feet to any rear lot line. For the purpose of this covenant, eaves, steps, chimneys, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

B-5. LOT AREA AND WIDTH.

No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width less than 60 feet at the minimum building setback line or an area of less than 7000 square feet.

B-6. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

B-7. NUISANCES.

No noxious or offensive activity shall be carried on upon any

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lot or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

B-8. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

B-9. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

B-10. No member of any race other than the Caucasian race shall be entitled to own property or to reside in this district except that this covenant shall not prevent occupancy by domestic servants employed by an owner or tenant.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

C-1. MEMBERSHIP.

The Architectural Control Committee shall be composed of Orlin G. North, Hazel S. North, and Hyrum K. North, all of Salt Lake City, Utah. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor. Committee members and their representatives are not entitled to compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership or alter the powers and duties of the Committee.

C-2. PROCEDURE.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee fails

to approve or disapprove within 30 days after plans and specifications have been submitted or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS.

D-1. TERMS.

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive 10-year periods unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Cause of action is available to any person or persons owning any lot or holding an interest of any nature in property covered by these covenants.

D-3. SEVERABILITY.

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.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 12th day of January, A. D. 1950.

Oliver G. North John E. Christies

Hazel B. North _____

Oliver G. Erickson

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 12th day of January, A. D. 1950, personally appeared before me Orlin G. North, Hazel S. North, his wife, John E. Christie, Elsie E. Erickson and Prescott A. Erickson, the signers of the foregoing instrument, who duly acknowledged to me that they executed the

sans.



Clarence C. Glesener

NOTARY PUBLIC
Residing at Salt Lake City, Utah