

1245060

Recorded at Request of Albert J Newman MAY 15 1961
at 3:05 P M Fee paid \$ 4.00 4294 So 23rd E 457
Hazel Taggart Chase, Recorder Salt Lake County, Utah
By A. J. Newman, Dep. Book 855 Page 493 Ref. _____

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ALBERT J. NEWMAN and VIRGINIA MAY NEWMAN, his wife, owners and subdividers of the following described tract of land, situate in Salt Lake County, State of Utah, to-wit:

All of Lots One (1) to Twenty-four (24) both inclusive, in ORCHARD GARDENS, according to the official plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah,

in consideration of the premises and of the benefit that will or may accrue to them in the disposition of lots or parcels of land within the said subdivision, DO HEREBY COVENANT AND AGREE with all persons who may become owners of lots or parcels of land within said area, and their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of the said lots shall be held and enjoyed by all persons who may become the owners thereof, and each of them, and each of their heirs, executors, administrators and assigns, subject to and with the benefit of each and all of the following restrictions, (except as to certain restrictions hereinafter specifically set forth with regard to Lots Fifteen (15) and Sixteen (16)), which are hereby declared to be covenants running with the land and binding upon each and every owner thereof:

(1) The aforesaid property shall be known as a Residential District, and all lots within the boundaries of the same shall be known and designated as residential lots, and said property shall be used for none other than residential purposes except that the owner or owners thereof may carry on their own agricultural operations. Said property shall not be used for any commercial or industrial enterprise. It shall be restricted to single family dwellings and accessory buildings customarily incidental thereto and to such out-buildings as are customarily incidental to ordinary agricultural activities on a non-commercial basis.

(2) No single family dwelling shall be permitted on any lot in said tract (with the exception of Lots 15 and 16) having a ground floor

area of less than one thousand (1,000) square feet, exclusive of garage.

(3) No dwelling on any lot shall be more than two stories in height.

(4) Said property shall not be occupied by a dwelling known as a "basement dwelling" unless work on the ground floor level is continuously being carried on; nor shall any tent, shack, garage, barn, chicken coop, or other out-building erected in the tract be used as a residence, either temporarily or permanently. Temporary buildings for uses incidental to construction work must be removed upon the completion or abandonment of the construction.

(5) No building shall be erected on any lot (with the exception of Lots 15 and 16) nearer than fifty (50) feet from the front lot line nor nearer than ten (10) feet to any side lot line. (However, the side line restriction shall not apply to a garage located in the rear of the residence.

(6) The minimum width for any lot for a main building shall be not less than Seventy-five (75) feet, (with the exception of Lot Fifteen (15).

(7) No chicken coop or other out-building, exclusive of garage, shall be erected on any lot with an area of more than four hundred (400) square feet, nor nearer than ten (10) feet from any side lot line, nor less than thirty (30) feet from the rear of any main building, nor more than one story in height.

(8) The total number of chickens and/or other fowl kept or maintained on any lot shall not exceed two hundred (200) at any time.

(9) No noxious or offensive trade or occupation shall be carried on upon any lot, nor shall anything be done thereon, nor shall any livestock be kept thereon, which may be or become an annoyance or a nuisance to the neighborhood.

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

(11) No cans, bottles, trash, ashes or any other refuse may be thrown or dumped upon any lot in the subdivision.

(12) In addition to easements shown on the plat of said subdivision on file and of record in the office of the County Recorder as aforesaid, a perpetual easement is reserved over the rear five feet of each lot for irrigation purposes and for public utility installation and maintenance.

(13) Covenants and restrictions herein are to run with the land and shall be binding on the parties and all persons claiming under them until May 14, 1976, at which time covenants and restrictions shall terminate unless renewed by a majority of persons owning lots in said subdivision.

(14) If the parties hereto, or any of them, their heirs, executors, administrators or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before May 15, 1976, it shall be lawful for any person or persons owning any lot or lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other fees for such violation. Invalidation of any of these covenants or restrictions 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 owners of the said real property have caused these presents and this instrument to be executed this 15th day of May, 1951.

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

On the 15th day of May, A.D. 1951, personally appeared before me ALBERT J. NEWMAN and VIRGINIA MAY NEWMAN, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires Apr 29 1955
Residing in Salt Lake County

Albert J. Newman
Virginia May Newman

[Signature]
Notary Public.



PROTECTIVE COVENANTS
ORCHARD GARDENS

A. J. NEWMAN and
VIRGINIA MAY NEWMAN
Owners and Subdivi-
dors)

Flatted } _____
 } _____
Indexed } Grantor _____
 } Grantee _____
Photo _____
Abstract _____ Notes _____