

1282957

Recorded APR 19 1962 at 12:20 P. M.
Request of FIRST SECURITY BANK OF UTAH, NTA:
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 3.40 By George D. Blumh Deputy
Book 983 Page 224 Ref.
PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Modern Housing Corporation, hereinafter called the Modern Housing Corporation, have caused to be surveyed and platted the lands hereinafter described as JAMES SUBDIVISION, and have caused the same to be subdivided into lots, streets and drives, and

WHEREAS, the property to be embraced within said subdivision is described as follows:

Lots 1 to 5 inclusive and Lots 9 to 35 inclusive, JAMES SUBDIVISION, a part of Lot 2, Block 45, Ten Acre Plat "A", Big Field Survey.

WHEREAS, said Corporation is desirous of creating restrictions and covenants affecting said property,

NOW THEREFORE, in consideration of the premises, the said Modern Housing Corporation, a corporation, does hereby declare the property hereinabove described subject to the following restrictions and covenants:

- (a) All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a one or two family dwelling, not to exceed two stories in height with a private garage with not more than three cars. The garage may be either attached or detached from the dwelling.
- (b) No building shall be located on any residential building plot nearer than 15 feet to the front lot line, nor nearer than 12 feet to any side street line. No building, except a detached garage or other out-building located 50 feet or more from the front lot line shall be located nearer than 6 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 40 feet from the front lot line.
- (c) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4,000 square feet or a width of less than 40 feet at the front building set back line.
- (d) Every detached single family dwelling erected on any of said building plots in said tract shall be not less than \$6,000.00 in cost. No structure shall be less than 600 square feet. The ground floor area as herein referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches and garage.
- (e) Easements for installation and maintenance of utilities are reserved over the rear 5 feet of each lot.
- (f) 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.
- (g) No trailer, basement, tent, shack, garage, barn, or other out-building 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.

(h) No signs, billboards, or advertising structures may be erected or displayed on any of the lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size, advertising a specific unit for sale or house for rent, may be displayed on the premises affected. Also, except during the period of development the subdivider shall be given the right to erect a sign or signs larger than herein specified on any or all lots paralleling these streets.

(i) No trash, ashes or any other refuse may be thrown or dumped on any tract hereinbefore described or any part or portion thereof.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1977, at which time said Covenants shall be automatically extended for successive periods of 10 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.

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 said 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.

Invalidation of any one of these covenants by judgement 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 Modern Housing Corporation, a corporation, has caused this instrument to be executed by its President and Treasurer, this 19 day of April, A.D., 1952.

MODERN HOUSING CORPORATION

By Louis J. Bowers Jr.
President

By Louis J. Bowers Sr.
Treasurer.

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On the 19 day of April A.D., 1952, personally appeared before me LOUIS J. BOWERS, JR. and LOUIS J. BOWERS, SR., who being by me duly sworn did say, each for himself, that he, the said LOUIS J. BOWERS, JR., is the President and he the said LOUIS J. BOWERS, SR., is the Treasurer of MODERN HOUSING CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors and said LOUIS J. BOWERS, JR., and LOUIS J. BOWERS SR., each duly acknowledged to me that said corporation executed the same.

W. Edmund West
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:

