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Recorded at Request of James E. Faust JUL - 3-1958
at 10:25 AM Fee paid \$5.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah
By W. R. Leggett Dep. Book 1017 Page 165 Ref. 1008 Kearns Bldg

DECLARATIONS OF PROTECTIVE COVENANTS
RESTRICTIONS AND DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, are the owners of, and have caused to be surveyed, the lands hereinafter described, situated in Salt Lake County, State of Utah, and hereby declare that the building sites located within the area thereof are subject to and shall be conveyed subject to the Reservations, Restrictions, and Covenants, which are made for the purpose of and intended to create mutual and equitable servitudes upon each of the building lots as follows:

Beginning at a point which is 605.09 feet North and 2150.79 feet West of the East 1/4 corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence North 0 deg. 11' East 525 feet along old fence, thence West 160.5 feet more or less to a fence to the South, thence South 0 deg. 02' East 528 feet more or less to an old fence easterly, thence North 88 deg. 31' East 158.51 to point of beginning.

Beginning at a point which is 605.09 ft. North; 2150.79 ft. West and South 88 deg. 31' East 613 ft. of the East quarter corner of Section 16, T. 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 88 deg. 31' East 800 ft.; thence South 644.97 ft.; thence South 76 deg. 58' 30" East 48.35 ft.; thence South 61 deg. 29' East 125.15 ft.; thence South 59 deg. 47' 30" East 240 ft.; thence North 30 deg. 12' 30" East 320 ft.; thence North 59 deg. 47' 30" West 210 ft.; thence South 150 ft.; thence North 88 deg. 31' East 460 ft.; thence North 1 deg. 29' East 320 ft. to point of beginning.

Commencing in the center of a 4 rod street, running East and West 136.175 rods West and about 77.5 rods North from the Southeast corner of the Northeast quarter of Section 16, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence West 9.675 rods, thence South 43 rods, thence East 9.675 rods, thence North 43 rods to point of beginning.

I. All lots situated within the boundaries of the above described area shall be known as residential lots, and no structure shall be erected wholly or partly on said lots other than one, or one and one-half or two story single family dwelling, and having a ground floor area of less than 1200 square feet,

No building shall be located on any residential building plot nearer than Thirty (30) feet to the front line nor nearer than Fifteen (15 feet) feet to any side line, and that no roadway will be constructed running along the South boundary of the tract described first (1) above.

II. No Residential Building shall be erected on any lot having less than a Seventy-five (75) feet frontage.

III. No noxious or offensive trade or activity shall be carried on any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

IV. No race or nationality other than those for whom the premises are intended, namely the Caucasian Race, shall use or occupy any building plot or lot, except that this covenant shall not prevent occupancy by domestic servants or caretakers of a different nationality employed by the owner or tenant. No sale of said premises shall be made to any person not of the Caucasian Race.

V. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said area 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.

VI. No signs, bill boards, or advertising structures may be erected or displayed on any of the lots except for a single sign not more than 3 x 5 feet square advertising a specific lot for sale or house for rent may be displayed on the premises affected.

VII. No trash, ashes, or any other refuse may be thrown or dumped on any lot in said area.

VIII. All materials used in said construction shall be new, and no dwelling shall be constructed of large cinder, cement, or punice block, tile nor stucco.

IX. If brick construction is used all brick used for exterior wall construction and for the front of garages constructed shall be fire clay brick, or other brick which meets F.H.A. specifications.

X. Any outbuildings used for livestock or fowl shall be at least seventy-five feet back from the rear of the dwellings.

XI. It is further understood and agreed by the parties hereto that the above Reservations, Restrictions, and Covenants shall not apply to the following described tract of land owned by

Daniel Anderson and Myrtle F. Anderson, his wife, as follows:

Beginning at a point which is 1130.09 feet North and 2150.79 feet West of the East 1/4 corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence North 0 deg. 11' East 146.80 feet more or less to 5600 South Street, thence South 89 deg. 58' West 161.0 along 5600 South Street to a fence to the South, thence South 0 deg. 02' East 147.82 feet more or less to a point due West of beginning, thence East 160.5 feet more or less to beginning.

All lots situated in the property immediately described above shall be used exclusively for residential building lots only, and that all dwellings to be built on said property shall be built fifty-eight and one-half (58 1/2) feet East of the West boundary of said property.

XII. These covenants and restrictions are to run with the land and shall be binding on all the parties and persons claiming under them until January 1, 1974, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

XIII. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1974, it shall be lawful for any person or persons owning any other lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent him or them from so doing or to recover damages or other dues for such violation.

XIV. These covenants shall not be retroactive.

XV. Invalidation of any one of these covenants by judgement or Court Order shall in no wise affect any of the other provisions which will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, owners of the real property hereinbefore described, have caused these presents and this instrument to be executed this _____ day of _____, 19____.

Arthur Holmgren

Dorothy Holmgren

Daniel Anderson

Myrtle F. Anderson

Melvin H. Jensen

Helen B. Jensen

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 1st day of July, 1953, personally appeared before me Arthur Holmgren and Dorothy Holmgren, his wife, Daniel Anderson, and Myrtle Anderson, his wife, Melvin H. Jensen and Helen B. Jensen, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

James E. Faust
NOTARY PUBLIC

My Commission expires: Nov. 20, 1956
Residing in Salt Lake County

