

1352723

Recorded DEC 1 - 1953 at 9:04 a.m.  
Request of: WONBURY CORPORATION  
Fee Paid: Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 5.80 By A. H. Heggen Deputy  
Book 1050 Page 6141 Ret.

MILLCREST  
SUBDIVISION

BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property situate in Salt Lake County, State of Utah, to wit:

All of Lots 1 to 26, inclusive, Millcrest Subdivision, being a part of the West half of Section 36, Township 1 South, Range 1 East, Salt Lake Base and Meridian. This same parcel, together with adjoining public road rights of way, is described by metes and bounds as follows:

Beginning at the Northeast corner of Wasatch Boulevard and 3800 South Street, said point being South  $00^{\circ}13'44''$  West 155.04 feet and North  $87^{\circ}56'10''$  East 40.04 feet from the West quarter corner of Section 36, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence following the East line of said Wasatch Boulevard North  $00^{\circ}13'44''$  East 153.34 feet and North  $00^{\circ}31'14''$  East 687.83 feet; thence South  $89^{\circ}28'46''$  East 35.0 feet to the point of curvature of a 20-foot radius curve; thence following said 20-foot radius curve southeasterly 31.41 feet (long chord bears South  $44^{\circ}28'53''$  East 28.28 feet) to a point of reverse curvature to a 225-foot radius curve; thence following said 225-foot radius curve southeasterly 104.37 feet (long chord bears South  $76^{\circ}11'30''$  East 103.46 feet) to a point of tangency; thence South  $62^{\circ}54'$  East 237.65 feet; South  $58^{\circ}01'$  East 359.82 feet; South  $03^{\circ}20'$  West 474.45 feet to the North line of 3800 South Street; thence following said North line South  $87^{\circ}56'10''$  West 651.73 feet to the point of beginning.

hereby DECLARE that all and each of said lots above described shall be subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS and COVENANTS hereinafter set forth.

We further hereby declare that we are the owners of all the afore-described real property, except those areas designated for public road purposes. The following reservations, restrictions, and covenants shall, insofar as it is within our prerogative to designate, take the place of and supersede all previously recorded restrictions, except those imposed by public authority.

I

Each and every lot numbered 1 to 25, inclusive, shall be known and is hereby designated and defined as a "residential lot." A "residential building site" as hereinafter used shall be known and defined as any one of the residential lots numbered 3 to 20, inclusive, and 22 to 25, inclusive. Lot 21 may be considered a single residential building site, but nothing herein contained shall prevent Lot 21 from being divided into two parcels, each of which would in such case be a residential building site for purposes of this definition. Lots 1 and 2 combined shall be considered a single residential building site.

No structure shall be erected, altered, placed or permitted to remain on any "residential building site" other than one detached single family dwelling not to exceed two (2) stories in height, a private garage for not more than three (3) automobiles and outbuildings for pets as hereinafter set forth.

No residential structure, nor any part thereof, shall be erected, altered, placed, or permitted to remain on any parcel of land containing less than an entire residential building site, unless said parcel shall have a width of at least ninety (90) feet at the front "building setback line (defined hereinafter in paragraph IV)."

II

Every detached single-family dwelling erected on any one of the above described residential sites shall have a minimum ground floor area of 1200 square feet, exclusive of garages and open porches, except that an attached, fully enclosed garage may be considered as constituting not more than 150 square feet of the minimum ground floor requirement.

III

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by an Architectural Committee composed of William Werrett, Jr., Orin R. Woodbury and Wallace R. Woodbury, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said Architectural Committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and its designated representative, shall cease on and after July 1, 1963. Thereafter, the approval described in this covenant shall not

be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the "building sites" in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

IV

The "front residential lot line" is defined and designated as all of the street frontage of every lot, except that it shall not include any street frontage along 3800 South Street in Lots 1, 2, 16 or 19, and shall not include the street frontage along the longest dimension of Lots 11 and 24.

The minimum "building setback line" shall be located 30 feet from the "front residential lot line" in Lots 2 to 8, inclusive, and shall be located 35 feet from the "front residential lot line" in every other "residential lot" in this subdivision.

No building shall extend nearer to the "front residential lot line" than the "building setback line," except as hereinafter expressly enumerated: (A) covered or uncovered, but not enclosed, porches, balconies, porte-cocheres, or terraces may extend beyond the "building setback line" not more than 10 feet; (B) customary architectural appurtenances, such as cornices, bay windows, spoutings, and chimneys, may extend not more than four (4) feet beyond said "building setback line;" (C) steps leading to dwellings may extend beyond such "building setback line" provided such steps are not higher than the floor level of the first floor of the dwelling.

V

No residential structure shall be located nearer to either side line of a "residential building site" than ten (10) feet; nor shall such a structure, ~~be located~~ be located nearer than ten (10) feet to the property line of any adjacent owner.

No building shall be located nearer than 25 feet to any side street in respect to Lots 2, 8, 11, 16, 19 and 24.

The foregoing clause shall not be construed as abrogating any of the reservations, restrictions, or covenants herein set forth in other paragraphs.

No outbuilding shall be erected, altered, placed, or permitted to remain nearer than ten (10) feet to either side line of a "residential building site," unless no portion of said outbuilding extends nearer to the "front residential lot line" than sixty-five (65) feet.

No driveway shall bypass a residential structure on a side having a sideyard of less than fourteen (14) feet between the principal residential structure and the property line of the adjacent owner. Every residential structure shall have one sideyard as aforementioned of at least fourteen (14) feet unless said structure has incorporated within it or attached to it a garage for at least one motor vehicle.

VI

No fence, walls or hedge over six (6) feet in height shall be erected or grown at any place on said premises provided, however, that the restrictions set forth in this paragraph may be waived or nullified as to any parcel by the Architectural Committee herein referred to. Said Architectural Committee shall supervise the planting and growth of trees on building sites in said tract in order to prevent one owner from planting trees or allowing trees to grow so that the view from other building sites may be obstructed or impaired.

VII

No noxious or offensive trade or activity shall be carried on upon any residential lot or building site hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots or building sites hereinbefore described.

VIII

No fur bearing animals except dogs, cats and rabbits as domestic pets may be kept, housed or maintained temporarily or permanently on any lot or residential site in this subdivision. No chickens or other fowl may be housed on any lot in this subdivision; provided, however, that pet canaries or similar domestic pets housed within the main residential structure are permitted.

IX

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential building sites hereinbefore described or any part thereof 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.

X

No structure shall be moved onto any residential building site hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

XI

No trash, ashes or any other refuse may be thrown or dumped on any residential building site hereinbefore described or any part or portion thereof.

XII

Easements are reserved as shown on the recorded plat, for utility installation, pipelines and maintenance. No main residential structure shall be constructed on top of any pipeline shown on such official plat except that with the permission of Salt Lake City Corporation and the Architectural Committee hereinbefore created, garages, walks, driveways, porches or patios may be constructed on top of such pipelines or pipeline easements, subject to the rights of the owners of such pipelines to make such repairs as are reasonably necessary along the pipeline easement.

XIII

All covenants and restrictions herein provided and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential building sites hereinbefore described, or any part thereof until twenty-five years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the then record owners of the majority of said residential building sites, it is agreed to change the said covenants in whole or in part.

XIV

If the parties now claiming any interest in said residential building sites hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five (25) years from the date hereof, it shall be lawful for any other person or persons owning any other residential building site or sites in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XV

Invalidation of any one or any part or portion of one or more of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty-five (25) years from the date hereof subject to automatic extension as provided in paragraph XIII hereof.

IN WITNESS WHEREOF, the undersigned, owners of the property described herein have caused these presents to be executed this 13<sup>th</sup> day of Oct, A. D. 1953.

Signed in presence of:

John S. Fulks Jr.  
Bethesda Md

[Signature]  
Wynne M. Ellsworth

STATE OF MARYLAND )  
                                  :        SS.  
County of Montgomery )

I hereby certify that on this 13<sup>th</sup> day of oct, 1953,  
personally appeared before me GERMAN S. ELLSWORTH and MYRA M. ELLSWORTH, his  
wife, the signers of the foregoing instrument, who being first duly sworn,  
each acknowledged to me that they executed the same.

John S. Fulks  
Notary Public

My commission expires May 1955 Residing at Bethesda Md

JOHN S. FULKS  
JUSTICE OF THE PEACE

