

1442104

Recorded AUG 17 1956 at 4:24 p. m.
Request of L. M. Duncan
Fee Paid Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 9.40 By Ammon Deputy
Book 1229 Page 466 Ref.

932 Phillips Petroleum Co. Bldg.
Salt Lake City, Utah.

RESTRICTIVE COVENANTS

THIS AGREEMENT entered into and executed at Salt Lake City, Utah, this 1st day of July 1955, by and between the undersigned, all of whom are property owners in Mountair Canyon, hereinafter more particularly described,

W I T N E S S E T H:

THAT WHEREAS, all of the parties hereto are owners of certain lands in Sections 15, 16 and 22, Township 1 South, Range 2 East, Salt Lake Base and Meridian, constituting part of what is known as "Mountair Canyon"; and whereas the parties desire to preserve Mountair Canyon as a place of beauty, and to prevent fire hazards as well as to avoid development of sources of contamination of drinking water, and to keep the canyon and its environs free from unsanitary devices, commercialism and other objectionable conditions; and whereas said area was designed to be an area of peace, quietude and rest, and a place free from nuisances and hazards:

NOW, THEREFORE, it is mutually agreed that in the use of all lands severally owned by the undersigned, as well as with respect to the use of lands of persons who shall subsequently adopt the covenants of this agreement, the following restrictive covenants shall apply as covenants running with the land, which shall continue for a period of fifty years from date hereof, and which covenants shall be binding upon the heirs, personal representatives and upon the grantees and assigns of the undersigned and also upon remote grantees and successors in interest of the parties hereto and all other who shall adopt the terms and provisions hereof, to wit:

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1. No beer tavern, club house nor other resort where beer or any other type or kind of alcoholic beverages or liquor is dispensed or customarily consumed, shall be established or maintained, nor shall any existing building or premises be converted into any such tavern, club house or resort.

2. All garbage and sewage disposal shall be conducted in accordance with standards of sanitation which meet the requirements of all valid regulations issued by the Board of Health of Salt Lake City, applicable to city watershed property. No garbage nor sewage shall be allowed to be deposited in the open, nor in any location where stream contamination or contagion may result therefrom.

3. No building nor other structure shall be erected nor maintained which is structurally unsound, nor which will serve as a breeding place for rodents or other carriers of disease. All electric wiring and chimney construction shall conform to the Salt Lake City building code. All buildings shall be placed at a safe distance from any stream to prevent contamination of the stream or water source. No dwelling shall be constructed within 50 feet of any other dwelling. All necessary outbuildings shall be to the rear of the dwelling and away from any stream, and shall be at least 50 feet from the dwelling on any adjoining property.

4. No factory, distillery, processing or industrial plant, repair shop, store, business, nor other commercial institution, shall be established nor operated upon any of the lands within said canyon area; it is further understood and agreed that there shall not be operated upon said lands hereinabove described any hotel, boarding house, or system of rental cottages;

provided, that water systems, reservoirs and power plants to provide water and electricity for homes in said canyon area, shall be permitted; and a majority of the property owners in Mountair Canyon area may authorize the establishment of a station for delivery and distribution of ice, milk and other perishable foods under proper sanitary regulations to accomodate the needs of residents, property owners and their guests. The cutting of timber for buildings and the cutting of firewood by owners of property or by their licensees, for any lawful purposes, shall be permissable subject to proper fire prevention regulations.

5. Fires and heating operations shall be conducted only in accordance with safety regulations applicable to said area. Valid fire-prevention regulations to protect life and property shall be observed at all times.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and subscribed their names on the date first above written.

Ralph C. Reddick
~~Mr. B.~~ Walter K. Fair
Mr. & Mrs. Henry W. B. Robinson
Lawrence R. ...
W. J. ...
Ethel H. ...
Garnett ...
Mrs. Preston D. Richards
W. J. ...
Joseph B. Hill, Justice
Erwin S. Noall
Frank Morgan
Eva Madam
Dean A. Moffat.

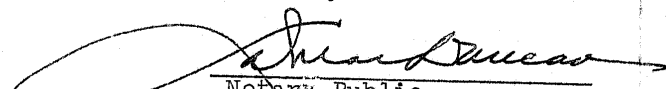
V. Lee Rawlings
Gene S. Rawlings
Gene H. Kingsbury
Ronald L. Kingsbury
Mrs. B. ...
Paul H. ...
A. G. Richards
Edwin W. ...
Mary Joy Richards
W. J. Richards Jr
Edwin W. Noall
Matthew S. Noall
Mertha G. Stewart
Edna S. Falk

Notary Public
State of Utah
My commission expires June 30, 1958

William Sorenson
Estelle M. Sorenson
Lee H. Roberts
Vickie Roberts
H. C. James
Roy Tree
Maurice A. Jones
Bob J. Nielson
M. Douglas Wood
Evelyn H. Wood
Phyllis Duncan

State of Utah :
County of Salt Lake : SS

On the 1st day of July, 1955 personally appeared before me the signers of the foregoing instrument who duly acknowledged to me that they executed the same.


Notary Public
Residing at Salt Lake City, Utah
My commission expires June 30, 1958