

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR WRIGHT SUBDIVISION ADDITION NO. 5

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the American Housing Corporation is the owner of the following described real estate located in Salt Lake County, State of Utah, to-wit:

Beginning at a point 6.0 feet East from the Southeast corner of Lot Ninety-eight (98), WRIGHT SUBDIVISION ADDITION NO. 4, which point is 740.0 feet East of the Southwest corner of the Southeast quarter of the Northwest quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian and running thence North 160.0 feet; thence West 6.0 feet; thence North 50.0 feet; thence West 27.0 feet; thence North 108.0 feet; thence North 45° West 59.40 feet; thence North $14^{\circ} 11' 06''$ West 294.12 feet; thence North 45° West 81.0 feet; thence North 558.60 feet to the South line of 3650 South Street; thence along the South line of said Street North $89^{\circ} 53' 30''$ East 788.48 feet; thence South 1287.52 feet; thence West 227.13 feet; thence North 25.0 feet; thence West 357.0 feet to the point of beginning,

and are desirous of creating restrictions and covenants affecting said property,

NOW THEREFORE, in consideration of the premises, the undersigned hereby declares the property hereinabove described subject to the following restrictions and covenants:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by a 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 from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A- All lots in the tract shall be known and described as residential lots, excepting Lots 501 and 502 which are reserved for a Power Company sub-station or residential use, and Lots 516 and 517 which are reserved for commercial or residential use. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single- or double-family dwelling not to exceed one story and one-half in height and a private garage for not more than three cars.

B- 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 a committee composed of Estel L. Wright, A. R. Truman and H. J. Cassity, 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 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 of its designated representative, shall cease on and after January 1, 1975. 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 lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C- No building shall be located nearer to the front line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event,

no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nearer to any side lot line than 8 and 10 feet respectively, or nearer than 12 feet to any side street line. In the case of an attached garage, it shall be no nearer than 10 feet to any side street line or nearer than 8 feet to any side lot line. No detached garage shall be nearer than 60 feet to any front lot line, nearer than 6 feet to any side street line, or nearer than 2 feet to any side or rear lot line.

D- No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 65 feet at the front building setback line.

E- 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.

F- No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

G- No dwelling costing less than \$10,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet in the case of a one-story structure nor less than 900 square feet in the case of a one and one-half story structure.

H- An easement is reserved over the rear 5 feet of each lot for utility, drainage or irrigation installation and maintenance.

I- Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.

IN WITNESS WHEREOF, the owner of the hereinabove described property, being duly authorized, has caused its name to be hereunto subscribed on this 10th day of December, 1955.

ATTEST:

AMERICAN HOUSING CORPORATION

H. J. Cassity
Its Secretary

Estel L. Wright
Its President

STATE OF UTAH)
(ss:
COUNTY OF SALT LAKE)

On the 10 day of December, 1955, personally appeared before me, Estel L. Wright and H. J. Cassity, who being by me duly sworn did say, each for himself, that he, the said Estel L. Wright is the president, and he, the said H. J. Cassity, is the secretary of American Housing Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Estel L. Wright and H. J. Cassity each duly acknowledged to me that said corporation executed the same and that the seal affixed hereto is the seal of said corporation.

My commission expires:

December 31, 1957

Arthur R. Truman
Notary Public
Residing at Salt Lake City, Utah

Recorded NOV 10 1955 at 3:44 P.M.
Request of SECURITY TITLE CO. No. _____
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 40 By H. J. Cassity Deputy
Book _____ Page _____ Ref. _____
Return to Estel Wright
61604