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BOOK 1302 PAGE 338

APR 20 1956

Recorded at 2:08 p.m.
Request of Louise Bath
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 4.30 By M. A. [Signature] Deputy
Book Page Ref.
2149 Evergreen Ave

Louise Capson Bath

RESTRICTIONS AND PROTECTIVE COVENANTS
FOR LOUISE GARDENS SUBDIVISION,
SALT LAKE COUNTY, UTAH

-to-

Whom It May Concern.

Book _____ Page _____
Entry No. _____
Recorded _____
Dated _____

Whereas, it is proposed to set off an area of land hereinafter described for a residential district.

Whereas, it is proposed that said district and section of land shall have a protective covenant applying to and running with said land and binding upon all parties, their heirs, successors, and assigns;

Now therefore, the signers hereto in consideration of their mutual promises and in consideration of the covenants herein made do severally agree to and with each other as to the following described property:

Lots 1 thru 25, inclusive, Louise Gardens, a subdivision, a part of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

The covenants hereinafter set forth are to be construed as covenants running with the above-described land, and are binding upon all parties hereto, their heirs, successors, and assigns. Party to this agreement is Louise Capson Bath.

All parties, their heirs, successors, and assigns, covenant, promise and agree as follows:

1. That these covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten 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.

2. That 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 damage or other dues for each violation.

3. That invalidation of any 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.

4. That no lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

5. That no building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and lot plan showing the location of such building have been approved by the architectural control committee as to quality of workmanship and materials, 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 grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The architectural control committee is composed of Laurence Bath, Andrew G. Bath, and W. Earl Bath. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

6. That no dwelling shall be permitted on any lot at a cost of less than \$14,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

7. That no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line and the total width of the two required side yards shall be not less than 18 feet, except that private garages and other accessory buildings located at least 6 feet in the rear of the main building shall have a minimum side yard of not less than one foot, provided that no private garage or other accessory building shall be located closer than 10 feet to a dwelling on an adjacent lot. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

8. That no dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

9. That easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

10. That no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. That no trailer, tent, shack or barn shall be erected or placed in the tract. No basement, garage, or other outbuilding shall be used on any lot at any time as a

residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

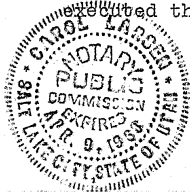
Louise Capson Bath
Louise Capson Bath

Attest:

Lee Bath

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 20th day of April A.D. 1956, personally appeared before me Louise Capson Bath, the signer of the above instrument, who duly acknowledged to me that she executed the same.



Carl Larsen
NOTARY PUBLIC, Residing
in Salt Lake City, Utah