

1433912

Recorded JUN 28 1955 at 4:12 P m.
Request of NORA ENLUND
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 3.10 By M. G. Conk Deputy
Book 1212 Page 418 Ref. with plat 320 E. 4th South City

East Ruben's
Plat Restrictions

To Whom It May Concern.

The undersigned, owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Lots 1 to 8, inclusive, located in East Ruben's Plat as shown by the recorded Plat thereof on file in the office of the County Recorder of Salt Lake County, State of Utah.

hereby declares that all and each of said lots hereinbefore described shall be held subject to and shall be conveyed subject to RESERVATIONS, RESTRICTIONS AND COVENANTS herein-after set forth.

I

Each and every lot hereinbefore described shall be known and is hereby designated as a residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single-family dwelling of not to exceed two stories in height and a private garage for not more than three automobiles.

II

(A) Every detached single-family dwelling erected on any residential lot included within lots 1 to 8, of said East Ruben's Plat shall cost \$10,000.00 or more and shall have a ground floor area as follows: If a one story structure 1,000 square feet or more, if a one and a half or two story structure 700 square feet or more.

The ground floor area as herein in Paragraph II referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches and garage.

III

No detached single-family dwelling shall be erected, placed or altered on any residential lot hereinbefore described unless and until the building plans, specifications and plot plan showing the location of said building shall have been approved in writing as to conformity and harmony of external design with existing structures in the area covered by said residential lots and as to location of the dwelling with respect to topography and finished ground elevation, by a vote of the majority of owners of residential lots, each lot owner representing one vote.

IV

No building shall be located nearer to the front residential lot line than the building limit line of 30 feet. However, covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than 12 feet and customary architectural appurtenances, such as cornices, bay windows, spouting chimneys, may extend not more than four feet beyond said building line. Steps leading to dwellings may extend beyond such building line provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side line of a residential lot than eight feet.

V

No noxious or offensive trade or activity shall be carried on upon any residential lot 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 hereinbefore described, including the keeping or raising thereon, of livestock, or poultry, or rabbits.

VI

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots 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.

VII

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with approval of the majority of owners hereinbefore mentioned, such approval to be given in writing.

VIII

No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

IX

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

X

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until twenty five (25) 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 majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XI

If the parties now claiming any interest in said residential lots 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 lot or lots 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 restriction or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

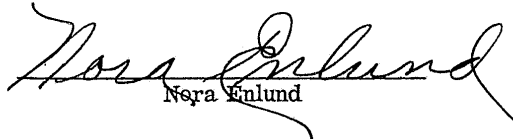
XII

Invalidation of any one 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 years from the date hereof subject to automatic extension as provided in Paragraph X hereof.

IN WITNESS WHEREOF, the undersigned, owner of the residential lots 1-8 hereinbefore described, has caused these presents to be executed this 27th day of June, A. D. 1955.

(Duly Acknowledged on June 28, 1955, before
ALVIN W. WAHLQUIST, N. P. Murray City, Utah.
Seal, Commission Expires: June 29, 1956 By
NORA ENLUND.

Signed


Nora Enlund

