

OCT 18 1961

Recorded at Request of SECURITY TITLE COMPANY

at 4:43 PM Fee paid \$ 5.20 Hazel Taggart Chase, Recorder Salt Lake County, Utah

2006272

By [Signature], Dep. Book 887 Page 287 Ref. \_\_\_\_\_

RESTRICTIONS FOR TRACT SUBDIVISION ADDITION NO. 4

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

Commencing at the Southeast Corner of Lot 39 of Wright Subdivision Addition No. 3, (said point being 350.0 feet East of the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 33, Township 1 South, Range 1 West of the Salt Lake Meridian) thence North 395.0 feet; thence North 32° 43' 40" West 205.5 feet; thence North 58° 00" West 213.0 feet; thence North 42° 37' 30" West 137.0 feet; thence South 47° 22' 30" West 65.0 feet; thence North 42° 37' 30" West 50.0 feet; thence North 47° 22' 30" East 52.23 feet; thence North 12° 17' West 196.30 feet; thence North 231.42 feet to the South line of 3650 South Street; thence East 628.0 feet; thence South 558.6 feet; thence South 45° 0" East 31.0 feet; thence South 14° 11' 06" East 254.12 feet; thence South 45° 00" East 59.40 feet; thence South 104.0 feet; thence East 27.0 feet; thence South 210.0 feet; thence West 34.0 feet to the place of beginning.

are desirous of creating restrictions and covenants affecting said property,

NOW, THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinafore 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, 1976, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of the 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 or them 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. 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 as to location of the building with respect to topography and finished ground elevation, by a committee composed of Estel L. Wright, L. W. Sowles, 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, 1964. 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 lot 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, nor nearer than 12 feet to any side street line. No building except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line.

D - No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,000 square feet or a width of less than 60 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 \$4500.00 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 720 square feet in the case of a one-story structure nor less than 600 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 and 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.

J - Until such time as water is available from a semi-public or municipal system to serve this subdivision, an adequate supply of water shall be secured from approved sources located, constructed and equipped in accordance with local and state regulations, and no means of water supply shall be permitted unless such supply has the written approval of the Utah State Department of Health.

WITNESS the hands of said owners this 26<sup>th</sup> day of September, 1951.

Ezra L. Hughes  
Leah M. Brigham  
AMERICAN HOUSING CORPORATION  
By Ezra L. Hughes President

COUNTY OF SALT LAKE )  
STATE OF UTAH ) ss

On the 26<sup>th</sup> day of September, A. D. 1951 personally appeared before me Estel L. Wright and Leah M. Wright, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

  
J. E. Ferrin  
Notary Public

My commission expires 12/13/54

Residing at Salt Lake City, Utah

COUNTY OF SALT LAKE )  
STATE OF UTAH ) ss

On the 26<sup>th</sup> day of September, A. D. 1951 personally appeared before me Estel L. Wright, who being by me duly sworn did say that he, the said Estel L. Wright, is the President of the American Housing Corporation and that the foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and the said Estel L. Wright duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

  
J. E. Ferrin  
Notary Public

My commission expires 12/13/54

Residing at Salt Lake City, Utah

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