

910454

RESTRICTIONS FOR COLONIAL HILLS SUBDIVISION**Salt Lake City, Utah**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Colonial Corporation, hereinafter called the Corporation, have caused to be surveyed and platted the lands hereinafter described under the name of "COLONIAL HILLS" Subdivision, and have caused the same to be subdivided into lots, streets and drives, and

WHEREAS, the property to be embraced within said subdivision is described as follows:

All of Lot 12, Block 13, Five Acre Plat "C"
Big Field Survey, also

All that portion of Lot 13, Block 13, Five Acre Plat "C", Big Field Survey, lying within the Southeast Quarter of Section 9, Township 1 South, Range 1 East, Salt Lake Meridian, also

All that portion of Lot 3, Block 13, Section 16, Township 1 South, Range 1 East, Salt Lake Meridian, F. M. Lyman Jr's. Survey, to-wit:
Beginning at the Northeast corner of the aforesaid Lot 3 and running thence South 27' West 305.85 feet; thence South 79 deg. 57' West 140.2 feet; thence North 58 deg. 16' West 123.1 feet; thence South 52 deg. 30' West 249.7 feet; thence South 71 deg. 32' West 221.9 feet; thence South 26 deg. 32' West 140.5 feet; thence North 60 deg. 33' West 73.2 feet; thence North 27' East 576.7 feet to the North line of aforesaid Section 16; thence East along the North line of aforesaid Section 16, 763.2 feet to the place of beginning, and

WHEREAS, said Corporation is desirous of creating restrictions and covenants affecting said property,

NOW, THEREFORE, in consideration of the premises, the said Colonial Corporation, a corporation, does hereby declare the property hereinabove described subject to the following restrictions and covenants:

(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-family dwelling not to exceed two stories in height and a private garage for not more than two (2) 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 M. L. Dye, C. I. Baker and Jack E. Perkins, 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 have 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 July 1, 1946. 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 on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 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 8 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 40 feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 55 feet at the front building setback line, except that a residence may be erected or placed on lots in circle as shown on the recorded plat.

(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 \$5,000 shall be permitted on any lot in the tract, except lots on 13th South Street and 19th East Street shall have no dwelling costing less than \$4500. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet, except lots on 13th South Street and 19th East Street shall be not less than 900 square feet, exclusive of one-story open porches and garages.

(h) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(i) No person or persons of any race or nationality other than the Caucasian race shall use or occupy any dwelling on the premises, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, at which time said Covenants shall be automatically extended for successive periods of 10 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.

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.

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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.

IN WITNESS WHEREOF, the Colonial Corporation, a corporation, has caused this instrument to be executed by its Vice-President and attested by its Secretary, this the 18th day of July, A. D. 1941.



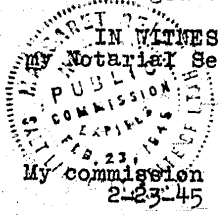
COLONIAL CORPORATION

By J. Grant Stringham
Vice-President

STATE OF UTAH)
County of Salt Lake) ss.

On the 18th day of July, A. D. 1941, personally appeared before me, Margaret Reich, a Notary Public within and for said County and State, J. Grant Stringham, Vice-President and M. L. Dye, Secretary of Colonial Corporation, personally known by me to be the Vice-President and Secretary respectively, of said corporation, who being by me duly sworn, did say that they are respectively the Vice-President and Secretary of the Colonial Corporation and that said instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and the said J. Grant Stringham and M. L. Dye acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 18th day of July, A. D. 1941.



My commission expires 2-23-45

Margaret Reich
Notary Public
Residing at Salt Lake City, Utah

Recorded at Request of M. L. Dye

AUG 1 1941

at 11:38 AM Sep 2 1941 \$ 340

Cornelia S. Lund, Recorder S. L. County, Utah

By J. E. Stenway, Dep.

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