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Recorded at Request of L. V. Passey OCT 9 1942

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By Cornelia S. Lund Book 325 Page 68 Ref: 8-25-144-4-6
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BUILDING RESTRICTIONS

WHEREAS, LAMONT W. PASSEY and VIOLET P. PASSEY, his wife, are the owners of the following described real estate situate in Salt Lake County, State of Utah, to wit:

Commencing North 89° 59' 06" East 799.26 feet from the Southwest Corner of Section 22, Township 1 South, Range 1 East, Salt Lake Meridian, thence North 89° 59' 06" East 419.02 feet, thence North 0° 06' 48" West 112.2 feet, thence North 89° 59' 06" East 1398.97 feet, thence North 0° 16' 48" West 210.87 to the South line of 27th South Street, thence South 89° 49' 02" West 1843.63 feet more or less along the South side of 27th South Street to a point due North of point of beginning, thence South 482.74 feet more or less to point of beginning,

which said real estate is also sometimes known as Vimont Heights, a subdivision of a part of the Southwest Quarter of Section 22, Township 1 South, Range 1 East, Salt Lake Meridian, and

WHEREAS, it is the desire of said owners to place certain building restrictions and protective covenants on and against said real estate herein described,

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby jointly and severally covenant and agree as follows, to wit:

I

That the following restrictions are hereby created and declared to be covenants running with the title of the land hereinbefore described, and each and every part thereof, and the undersigned owners hereby declare that the aforesaid real estate described is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

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 cars.

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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 Lamont W. Passey, F. K. Smith and William Wagner, or 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 or location, or to designate a representative with like authority. In the event said committee or its designated representatives, 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 representatives 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 Jan. 1, 1947, 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 20 feet to the front line, nor nearer than 15 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.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or width less than 50 ft. at the front building set back 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 \$3500.00 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 600 square feet.

H. No person or persons of any race or nationality other than the caucasian race, shall use or occupy any building on any lot, except that the covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

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

J. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said covenants shall be

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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 part.

K. 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 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 covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation.

L. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage system constructed in accordance with the requirements of the Utah State Board 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 first passed through an absorption field approved by the health authority.

M. 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 said owners of said real estate hereinbefore described, this 8th day of October, 1942, have caused these presents to be executed.

Lawrence W. Passey

Violet P. Passey

STATE OF UTAH
COUNTY OF SALT LAKE } SS.



On the 8th day of October, 1942, personally appeared before me Lawrence W. Passey and Violet P. Passey, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Lawrence W. Passey

Violet P. Passey

Lawrence W. Passey

Notary Public

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