

1424642

Recorded MAY 4 1955 at 10:12 A.M.
Request of Julia M. Worthen
Fee Paid Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 3.10 By M. Matheson Deputy
Book 1193 Page 39 Ref. 2305 S. 3rd East

BUILDING RESTRICTIONS

MORTON SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Julia M. Worthen owner of said subdivision, has caused to be surveyed and platted into lots and street, the land hereinafter described as follows:

Lots 1 to 20, inclusive, of MORTON SUBDIVISION, in the County of Salt Lake, State of Utah, according to the official plat thereof, recorded in the office of the County Recorder of said

County.
WHEREAS, Julia M. Worthen, owner, is desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the said owner, Julia M. Worthen, hereby declares the property hereinabove described subject to the following restrictions and covenants:

- (a) 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 two-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
- (b) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish 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. Approval shall be as provided in part (i).
- (c) The ground floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.
- (d) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 12 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenants, eaves, steps, and open porches shall not be considered as 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.
- (e) No dwelling shall be erected or placed on any lot having a width of less than 48 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.
- (f) 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.
- (g) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- (h) The architectural control committee is composed of owner, Julia M. Worthen, and may designate a representative to act in said party's stead in the event of death and designated representative shall not be entitled to any compensation for services performed pursuant to this covenant.

(i) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(j) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(k) 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.

(l) Easements for installation and maintenance of utilities are reserved over the rear 5 feet of each lot.

IN WITNESS WHEREOF, the undersigned owner of the property described herein has caused these presents to be executed this 29th day of April, 1955.

By Julia M. Worthen
Owner

STATE OF UTAH)
) SS
County of Salt Lake)

On the 29 day of April, 1955, personally appeared before me Julia M. Worthen, owner, of said Morton Subdivision as the signer of the foregoing instrument.

Frank J. [Signature]
NOTARY PUBLIC