

#675812

RESTRICTIONS AND PROTECTIVE COVENANTS
OF
FOREST HILLS SUBDIVISION

THIS AGREEMENT made and entered into by and between George W. Cassity and Tracy Loan and Trust Company, A Utah Corporation.

II

That the following restrictions are hereby created and declared to be covenants running with the title and Land Constituting the said Forest Hills Subdivision and each and every part thereof, and the undersigned owners hereby declare that the aforesaid land upon the plat of Forest Hills Subdivision above referred to is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

1. DEFINITION OF TERMS USED

That for the purpose of these restrictions the word "STREET" shall mean any street or Parkway of whatever name which is shown on the Plat of Forest Hills Subdivision and which has been dedicated to Salt Lake County for the purposes of Public Streets, or for Parkway purposes.

The word "LOT" shall mean either any lot as Platted or any tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth.

A "CORNER LOT" shall be deemed to be any such lot platted or any such tract or tracts of land as conveyed having more than one side contiguous to a street.

2. PERSONS BOUND BY THESE RESTRICTIONS

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the Lots in this addition shall be taken and held to agree and covenant with the owners of the Lots shown on this plat and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of Twenty-nine (29) years from the second day of January, 1940, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

3. USE OF LAND

All lots in the tract shall be known and described as Residential lots. No structures shall be erected, altered, or permitted to remain on any Lot other than one single family dwelling not to exceed two and one half stories in height and a private garage for not more than four cars, and servant's quarters.

4. COMMITTEE

No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by a neighborhood committee which shall be appointed or elected by the owner or owner's of the majority of the Lots which are subject to the covenants herein set forth: Provided, However, That if such committee fails to approve or disapprove such design and location within 30 days after such plans have been submitted to it or if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion thereof, such approval will not be required. (Note: The manner of appointment of said committee, its duties and authority, its continuation, and the names of its members shall be recorded on a separate instrument. Each owner shall have votes equal to the number of lots owned.)

5. DWELLING SET BACK AND FREE SPACE

No building shall be located on any residential building plot nearer than 40 feet to the front lot line, nor nearer than 15 feet to any side line.

6. SIZE OF LOTS

No residential structure shall be erected or placed on any building plot other than on the plots as shown on the recorded plat. The present lots shall not be re-subdivided into smaller lots, but lots may be combined to form larger lots.

7. NUISANCES

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.

8. OWNERSHIP AND OCCUPANCY

No persons of any race other than the Caucasian race shall own, use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

9. TEMPORARY RESIDENCES PROHIBITED

No trailer, basement, tend, shack, garage, barn or other building (out) erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure or a temporary character be used as a residence.

10. COST: FRONTAGE.

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 1000 square feet in the case of a one-story structure nor less than 900 square feet in the case of a one and one-half, two, or two and one-half story structure.

11. UTILITY EASEMENT

A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

12. COMMERCIAL AREA

The district is not intended to be divided for or used for a commercial area, therefore, livestock and fowls raised for this purpose will not be permitted in the area. This paragraph is not intended to restrict the area so as to prohibit the raising of fine small birds, fowls, or animals as pets or as a special hobby, however, the housing for such pets must be so constructed that it will not be unsightly or a nuisance in the area.

13. VIOLATIONS AND DAMAGES

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.

14. SAVING CLAUSE

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 owners of all of said platted lots and the tract of real estate hereinabove mentioned, this second day of January, 1940, have caused these presents to be executed.

George W. Cassity
(George W. Cassity)

TRACY LOAN & TRUST COMPANY
By Newell B. Dayton
(Newell B. Dayton, Vice-Pres)

By Rufus A. Tracy Jr.
(Rufus Tracy, Secretary)
Treasurer

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

Subscribed and sworn to before me this 1st, day of March, 1940.

My Commission Expires
1 / 1 / 43

SEAL EUGENE K. BAKER
NOTARY PUBLIC
COMMISSION EXPIRES
JAN. 1, 1943
SALT LAKE CITY, STATE OF UTAH

Eugene K. Baker
Notary

Recorded at the request of Geo. W. Cassity, March 6, 1940, at 4:39 P.M., in Book #231 of Liens and Leases, pages 355-56. Recording fee paid \$2.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-34, 183, 1; Misc. Index #3.) EC.

#875767

DISCLAIMER

Mountain Fuel Supply Company, formerly known as Utah Gas & Coke Company, hereby disclaims interest in and to the following described property, situate in Salt Lake County, State of Utah:

Commencing 70 feet West of the Northeast corner of Lot 7, Block 27, Plat #4F, Salt Lake City Survey, and running thence West 50 feet; thence South 75 feet; thence East 50 feet; thence North 75 feet, to the place of beginning.

This disclaimer is given for the purpose of showing that the said company has been paid in full the amount of \$76.11 which was mentioned as owing on a gas conversion burner which was installed in said premises and which was mentioned in a Deed recorded in the office of the County Recorder of Salt Lake County as Document No. 762021.

WITNESS, our hand and seal the 27th day of February, 1940.

MOUNTAIN FUEL SUPPLY COMPANY,
formerly known as Utah Gas &
Coke Company

By J D Roberts Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 28th day of February, 1940, personally appeared before me J. D. Roberts, who being by me duly sworn did say that he is Vice President of Mountain Fuel Supply Company, formerly known as Utah Gas & Coke Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said J. D. Roberts acknowledged to me that said corporation executed the same.

My Commission Expires:

Oct. 30, 1942

SEAL O. T. BRINGHURST
NOTARY PUBLIC
COMMISSION EXPIRES
OCT. 30, 1942
SALT LAKE CITY, STATE OF UTAH

O. T. Bringhurst
Notary Public Residing at
Salt Lake City, Ut.

Recorded at the request of Intermountain Title Guaranty Company, March 6, 1940, at 12:02 P.M., in Book #231 of Liens and Leases, page 356. Recording fee paid 90¢. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-29, 115, 24.) EC.

#875780

NOTICE OF MATERIALMAN'S CLAIM OF LIEN

Notice is hereby given that, on or about the 9th day of December, 1940, to and including the 3rd day of Jan, 1940, the Central Lumber & Hardware Company of Magna, County of Salt Lake, State of Utah, entered into a contract to furnish and supply and did during the said time furnish and supply at the request of Eugene Collins, who resides in Salt Lake County, State of Utah, lumber and other materials to be used in constructing and repairing a house, out-hous, sheds, garages, and etc. on that certain property located in Salt Lake County, State of Utah more specifically described as follows to-wit:

Beginning at Center of Section 29, Township 1 South, Range 2, West, Salt Lake Meridian, thence East 40 rods; thence South 80 rods; thence West 40 rods; thence North 80 rods to point of beginning, containing 18 4/2 acres more or less.

That said materials were actually used in the construction, repairing, and etc. of the aforementioned buildings on the aforementioned property in the County of Salt Lake, State of Utah.

That the said materials were supplied and furnished to the said Eugene Collins, upon the terms, time given and conditions as follows, to-wit: That the total sum of \$70.36 was to be paid within sixty-days (60) after the last purchase to-wit, Jan 3 day of Jan, 1940.

That the amount of the contract purchase price is and was \$70.36, current lawful money of the United States; and that the sum of \$70.36 is still due and owing thereon to the undersigned, after deducting all just credits and offsets.

Wherefore, the Central Lumber & Hardware Company of Magna, County of Salt Lake, State of Utah, claims a lien upon the above-described premises.

Central Lumber & Hdw Co
By John E Papanikolas
President & General Manager

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

John Papanikolas being first duly sworn upon oath deposes and says: That he is the President and General Manager of the Central Lumber & Hardware Co. of Magna, Salt Lake County, State of Utah, and makes this oath on behalf of said company; That he has read the foregoing claim of Notice for Materialman's claim of lien; That he understands the contents thereof, and knows them to be true of his own knowledge.

Subscribed and sworn to before me this 6 day of March, 1940.

Central Lb & Hd Co
John E Papanikolas

WARDSELL BLACK
NOTARY PUBLIC
COMMISSION EXPIRES
SEPT. 8, 1942
STATE OF UTAH

Wardell Black
NOTARY PUBLIC

Recorded at the request of Central Lbr. & Hdw Company, March 6, 1940, at 2:01 P.M., in Book #231 of Liens and Leases, page 356. Recording fee paid \$1.10. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: L-33, 178, 27.) EC.