

RESTRICTIONS FOR COLONIAL VIEW SUBDIVISION

**1043976**

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 VIEW" 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:

Commencing at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 22, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence South 20 rods; thence East 80 rods; thence North 20 rods; thence West 80 rods, to the place of beginning, also

Commencing at a point 20 rods South of the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 22, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence South 20 rods; thence East 80 rods; thence North 20 rods; thence West 80 rods 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 structure 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. The garage may be either attached or detached from the dwelling.

No living quarters shall be provided in the basement of said dwellings other than a servant's room with plumbing facilities for the use of the occupant. The installation of plumbing and wiring for kitchen in basement of said structure shall be a violation of these restrictions. Nothing herein contained in this paragraph shall exclude the use of the basement for an amusement room by the occupant of said dwelling.

(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 or a representative to be appointed by the original subdividers of said plat and said plans and specifications shall be delivered to or mailed to the last known address of said subdividers. 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. ~~No further action or committee~~. The powers and duties of such committee and of its designated representative, shall cease on and after April 1, 1956. 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.

including outside porches

(c) No building shall be located on any residential building plot nearer than 30 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 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 6000 square feet or a width of less than 60 feet at the front building setback line.

(e) Every detached single-family dwelling erected on any of said building plots in said tract shall cost Sixty-five Hundred Dollars (\$6500.00) or more and shall have a ground floor area as follows:

- If a one story structure, 1000 square feet or more;  
If a one and one-half story structure, 750 square feet  
or more;  
If a two story structure, 750 square feet or more;

The ground floor area as herein referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches and garage.

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

(g) No ~~xxxxxxxxxxxxxxxxxx~~ 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.

(h) No trailer, basement, tent, shack, garage, barn, or other out-building 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.

(i) No structure shall be moved onto any building plot hereinbefore described or any part thereof unless it meets with the approval of the Committee hereinbefore named, such approval to be given in writing.

(j) No signs, billboards, or advertising structures may be erected or displayed on any of the lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size, advertising a specific unit for sale or house for rent, may be displayed on the premises affected. Also, except during the period of development the subdivider shall be given the right to erect a sign or signs larger than herein specified on any or all lots paralleling 23rd East Street.

(k) No trash, ashes or any other refuse may be thrown or dumped on any tract hereinbefore described or any part or portion thereof.

(l) 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.

(m) No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback line.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1971, 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.

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 29th day of March, A. D. 1946.

COLONIAL CORPORATION

By J. Grant Stringham  
Vice-President

836-232-344

836-234-344

836-236-344

MisconIndex #3

Attest:

M. L. Dye  
Secretary

STATE OF UTAH )  
County of Salt Lake ) ss.

On the 29th day of March, A. D. 1946, personally appeared before me, M. R. Larson, 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 by 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 29th day of March, A. D. 1946.

My commission expires:

2-23-49

M. R. Larson  
Notary Public

Recorded at Request of Colonial Corp. Residing at Salt Lake City, Utah  
JUN 6 1946

at 4:05 P.M. paid \$3.50 Cornelius S. Lund, Recorder S. L. County, Utah

By J. Grant Stringham, Dep.

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