

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 30 rods; thence North 20 rods; thence West 30 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 30 rods; thence North 20 rods; thence West 30 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

(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
Misc Index # 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, L. 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

L. R. Larson
Notary Public

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

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

By F. W. Shumway, Dep. Book 478 Page 15 Ref