

Recorded at Request of *Edward B. Ashton & Co.*

JUN 19 1948

at 10:50 AM paid \$3.10

Cornelia T. Kent, Recording Clerk, Salt Lake County, Utah

1044268

W. E. Manning
KENSINGTON HEIGHTS

419 35 S 36-238-2
Misc Index # 3

A Subdivision
of Lot 18, Block 15, Five Acre Plat "C", Big Field Survey
Salt Lake County, Utah

- : BUILDING RESTRICTIONS : -

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owner of the following described real property situated in Salt Lake County, State of Utah:

All of Kensington Heights, a subdivision of Lot 18, Block 15, Five Acre Plat "C", Big Field Survey, according to the official plat thereof on file in the Office of the County Recorder, Salt Lake County, Utah;

hereby declares that all of said property above described shall be subject to and shall be conveyed subject to the

- : RESERVATIONS, RESTRICTIONS AND COVENANTS : -

hereinafter set forth:

I

No structure shall be erected, altered, placed or permitted to remain on the above described property other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three (3) automobiles.

II

Every detached single-family dwelling erected on the above described property shall cost \$5,000.00 or more, and shall also 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, 700 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.

III

No detached single-family dwelling shall be erected, placed or altered on any part in this subdivision unless and 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 dwelling with respect to topography and finished ground elevation, by a committee composed of David B. Ashton, William J. Cayias and Raymond L. Romney, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining members, or member, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (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 representative 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 May 5, 1951. 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.

IV

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat of this subdivision. No building, except a detached garage or other outbuilding, located sixty (60) feet or more from the front line, shall be located nearer than eight (8) feet to any side lot line.

VI

No noxious or offensive trade or activity shall be carried on upon any property in this subdivision or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

VII

No person of any race or nationality other than the Caucasian Race, shall use or occupy any building plot or lot or any portion thereof, except that this covenant shall not prevent occupancy by domestics of a different race employed by the owner or tenant.

VIII

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in, upon or about this subdivision or any part thereof 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.

IX

No structure shall be moved onto any part of this subdivision unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

X

No signs, billboards, or advertising structures may be erected or displayed on any parts of this subdivision except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

XI

No trash, ashes or any other refuse may be thrown or dumped on any lot in this subdivision or any part or portion thereof.

XII

No radio or other wires shall be maintained more than three (3) feet higher than the roof of any structure in this subdivision.

XIII

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said subdivision or any part thereof until May 5, 1951, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of the property in said subdivision, it is agreed to change the said covenants in whole or in part.

XIV

If the parties now claiming any interest in said subdivision, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to May 1, 1971, it shall be lawful for any other person or persons owning any property in said subdivision to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XV

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until May 1, 1971.

IN WITNESS WHEREOF, the undersigned, owner of the real property hereinbefore described, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, this 7th day of June A. D. 1946.

EDWARD M. ASHTON & COMPANY
a Utah Corporation

Its secretary

by Edward M. Ashton
Its president

STATE OF UTAH)

: SS.

COUNTY OF SALT LAKE)

On the 7th day of June A. D. 1946, personally appeared before me Edward M. Ashton and David B. Ashton, who, being by me duly severally sworn, did say, each for himself: That he, the said Edward M. Ashton, is president, and he, the said David B. Ashton, is secretary, of Edward M. Ashton & Company, a Utah Corporation; and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and said Edward M. Ashton and David B. Ashton each duly severally acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said Corporation.

Leone Merrill
Notary Public

My commission expires: May 25, 1949 Residing in: Salt Lake County, Utah