

Recorded at Request of

Edward M. Ashton Co.

July 19 1946

at 10:50 a.m. paid 3¹⁰

Cornelia J. Romi, Recorder of Deeds, Salt Lake City, Utah

104-1268

7-30/1946

411-35

836-238-2

Micro Index #3

KENSINGTON HEIGHTS

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 out building, 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.

