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JUN 27 1946

Recorded at Request of Edward L. Vetter

at 11:27 AM, Reg. No. 2,90 Cornelia S. Lund, Recorder S. L. County, Utah

By F. D. Munro, Dep. Book 482 Page 287 Ref. #836-240-2
Misc Index #3

PROTECTIVE COVENANTS

OF

ORCHARD HEIGHTS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, EDWARD L. VETTER and ARVILLA L. VETTER, his wife, have heretofore caused to be surveyed, platted and subdivided into lots and streets the following described real property located in Salt Lake County, State of Utah, to-wit:

All of Lots 9 and 14, Block 6,
Five acre Plat "C", Big Field
Survey.

That the subdivision so platted is designated and known as "ORCHARD HEIGHTS SUBDIVISION"; that the plat thereof was accepted by the Board of City Commissioners of Salt Lake City on June 12 1946 and has been recorded in the Office of the County Recorder of Salt Lake County, Utah, in Book J of Plats at Page 99, on the 15th day of June 1946.

That the undersigned, Edward L. Vetter and Arvilla L. Vetter, his wife, are the owners of all of the land located in said subdivision except the portion thereof dedicated as public streets.

NOW, THEREFORE, all of the lots shown on the plat of "ORCHARD HEIGHTS SUBDIVISION" are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons or corporations who hereafter own or have an interest in any lot in said subdivision shall take and hold the same subject to the agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty-five (25) years from the 15th day of June 1946; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this sub-

division may release all of the lands hereby restricted from any and all said restrictions and covenants at the end of the first twenty-five (25) year period, or of any successive twenty-five (25) year period, by executing an appropriate agreement in writing for such purpose and filing it, for record, in the Office of the County Recorder of Salt Lake County, Utah, at least five (5) years prior to the expiration of any twenty-five (25) year period.

USE OF LAND:

None of the lots shall be used for or occupied by other than private single family dwellings of not to exceed two (2) stories in height and a private garage for not more than two (2) cars. No flat or apartment house shall be erected thereon. Should any lot, or portion thereof, be later dedicated for use as a public street by the owner thereof, such action shall not be deemed a breach of these restrictive covenants.

SET BACK OF IMPROVEMENTS AND APPURTENANCES:

No building shall be erected on any of said lots nearer than twenty (20) feet to the front lot line nor nearer than eight (8) feet to any side line. The side line restriction shall not apply to a garage located on the rear one-quarter of any lot, except that on corner lots no structure shall be permitted nearer than ten (10) feet to the side street line. No residence or attached appurtenances shall be erected on any lot farther than thirty-five (35) feet from the front lot line.

TRADE OR BUSINESS PERMITTED:

No noxious trade or business of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURE:

No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon.

PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED:

No building shall be placed or erected on any lot until the design and location have been approved, in writing, by a com-

mittee appointed by a majority of the owners of the lots in the subdivision. In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, directed to Edward L. Vetter in Salt Lake City, Utah, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision.

BUILDINGS PERMITTED

No building costing less than Five Thousand Dollars (\$5,000.00) including the garage, 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 not be less than eight hundred and fifty (850) square feet, in the case of one story structures, and not less than six hundred (600) square feet in the case of a one and a half or two story structure.

LOT REQUIRED FOR BUILDING:

No residential structure shall be erected or placed on any building plot which has an area of less than six thousand (6,000) square feet or a width of less than fifty-two (52) feet at the front building set back line.

EASEMENT FOR UTILITIES:

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

RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any person, persons or corp-

oration, except in respect of breaches committed during its, his, her or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned, Edward L. Vetter and Arvilla L. Vetter, his wife, or the owner or owners of any of the lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed a waiver of the right to do so thereafter.

PERSONS WHO MAY OCCUPY:

No person not of the Caucasian race shall use or occupy any building or lot in the subdivision except as a domestic servant or employee of the owners or tenants.

INVALIDATION OF RESTRICTIONS:

The invalidation of any restriction herein contained, by judgment or Court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS THE HANDS of said EDWARD L. VETTER and ANVILIA L.
VETTER, his wife, this 25th day of June 1946.

Edward L. Miller

Corvallis L. Webster

California

STATE OF ~~WYOMING~~)
Saw Dunes SS:
COUNTY OF ~~LARAMIE~~)

On this 25 day of June 1946, personally appeared before me EDWARD L. VETTER and ARVILLA L. VETTER, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



W. Clark Valentine
NOTARY PUBLIC
State of New Hampshire
and for the County of Sen. Clare, State of New Hampshire
M. C. Clark, Notary Public