

SECURITY TITLE COMPANY

1048292

The undersigned owners of the following described real property situate in Salt Lake County, State of Utah, to-wit:

ALFA VIEW GARDENS, Subdivision No. 1,  
as shown by the recorded plat thereof  
on file in the office of the County  
Recorder of Salt Lake County, State of  
Utah.

hereby declare that all and each of said lots hereinbefore described shall be held subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS and COVENANTS hereinafter set forth.

## I.

Each and every lot hereinbefore described shall be known and is hereby designated as a residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single-family dwelling of not to exceed one and one-half stories in height and a private garage for not more than two automobiles.

## II.

Every detached single-family dwelling erected on any residential lot included in this subdivision shall cost \$4500.00 or more and shall have a ground floor area as follows: If a one-story structure, 800 square feet or more; if a one and a half 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 garages.

## III.

No detached single-family dwelling shall be erected, placed or altered on any residential lot hereinbefore described unless and until the building plans, specifications and plot plan showing the location of said building shall have been approved in writing as to conformity and harmony of external design with existing structures in the area covered by said residential lots and as to location of the dwelling with respect to topography and finished ground elevation, by a committee composed of Harvey W. Eckman, W. Dale Waters and Harry S. Wright, 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 the remaining members or member of said Committee shall fail within thirty (30) days after the death or resignation of any member of said Committee, to appoint a successor, such successor shall be appointed by the Owners of a majority of the residential lots hereinbefore described. In the event said committee or its designated representative fails to approve or disapprove such building plans, specifications and plot plan within thirty (30) days after such plans, specifications and plot plan shall 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.

Not more than one detached single-family dwelling shall be erected wholly or partially on any residential lot hereinbefore

described. A "Residential Lot" is hereby defined to mean each of the residential lots hereinbefore described. It is understood, however, that upon written request, the committee hereinbefore named, may in its sole discretion and in writing only, permit a detached single-family dwelling to be erected in the area covered by said residential lots hereinbefore described, partially on one and partially on another residential lot, provided that the existing boundary lines of residential lots as hereinbefore described can be changed or altered for building program purposes only by the above-named committee in its sole discretion in writing.

IV.

No building shall be located nearer to the front residential lot line than 30 feet on all lots except those lots having a north or south frontage and on those lots no building shall be located nearer to the front residential lot line than 25 feet. No building shall be located nearer to any side street line than 20 feet. However, covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than eight feet, and customary architectural appurtenances such as cornices, bay windows, spoutings, chimneys, may extend not more than four feet beyond said building line. Steps leading to dwellings may extend beyond such building line provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side line of a residential lot of less than 60 feet in width than 6 feet and 8 feet on building lots of 60 feet or more in width.

V.

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described, including the keeping or raising thereon of livestock, or poultry, or rabbits.

VI.

No person of any race or nationality other than the Caucasian Race, shall use or occupy any building on any of the residential lots hereinbefore described or any part or portion thereof, except that this covenant shall not prevent occupancy by domestics of a different race employed by the Owners or Tenant.

VII.

No trailer, basement, tent, shack, garage, or other out-building erected in, upon or about any of said residential lots hereinbefore described 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.

VIII.

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

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

IX.

No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots, 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.

X.

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

XI.

No radio or other wires shall be maintained more than three (3) feet higher than the roof of any structure on any residential lot hereinbefore described.

XII.

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 residential lots hereinbefore described or any part thereof until twenty-five (25) years from the date hereof, 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 said residential lots, it is agreed to change the said covenants in whole or in part.

XIII.

If the parties now claiming any interest in said residential lots hereinbefore described, 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 twenty-five (25) years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area 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.

XIV.

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 hereof which shall remain in full force and effect until twenty-five years from the date hereof subject to automatic extension as provided in Paragraph XII hereof. x

WITNESS our hands and seals this 5th day of June,  
A. D. 1946.

Harvey W. Eckmann (SEAL)  
Ruth C. Eckmann (SEAL)  
Dale W. Eckmann (SEAL)  
General J. Waters (SEAL)

STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On this 31<sup>st</sup> day of <sup>July</sup> June, 1946, personally appeared before me HARVEY W. ECKMAN and RUTH C. ECKMAN, his wife, and W. DALE WATERS and GENEAL J. WATERS, his wife, who acknowledged to me that they are the signers of the above instrument and that they executed the same.



B. M. [Signature]  
Notary Public

Residing at Midvale, Utah

My Commission Expires:  
July 27, 1947

1048295

RECORDED AT [unclear] OF SECURITY TITLE COMPANY JUL 11 1946  
at: 480 [unclear] 70 Cornelia J. Lund, Recorder S. L. County, Utah  
By: [Signature] Book 484 Page 686 Ref: C-47-151-42  
WARRANTY DEED

ARVIL C. MAUCHLEY and LOIS J. MAUCHLEY, his wife, grantor  
of Salt Lake City, County of Salt Lake State of Utah, hereby

CONVEY and WARRANT to GARTH M. CUMMINS and JUANITA CUMMINS, his wife, as joint tenants and not as tenants in common with full rights of survivorship,

grantee  
of Salt Lake City, Utah for the sum of  
TEN AND NO/100 ----- DOLLARS  
and other good and valuable considerations  
the following described tract of land in Salt Lake County,  
State of Utah:

Beginning 399.73 feet West from the Northeast corner of Lot 12, in Block 8 of Five Aero Plat "A", Big Field Survey, in the City of Salt Lake, County of Salt Lake, State of Utah, running thence West 46.61 feet; thence South 125 feet; thence East 46.61 feet; thence North 125 feet to the point of beginning.

Subject to the General Taxes after the year 1946.



Witness, the hands of grantors, this 10th day of July, A.D. 19 46.

Signed in the presence of

*Leopold M. Wagner*

*Arvid C. Mauchley*

*Lois J. Mauchley*

STATE OF UTAH

County of Salt Lake

ss.

On the 10th day of July, A.D. 19 46  
 personally appeared before me ARVID C. MAUCHELEY and LOIS J. MAUCHELEY, his wife,

the signers of the within instrument, who duly acknowledged to me that they executed the same.

*Leopold M. Wagner*

(Notary Public.)

My Commission Expires Nov. 23, 1947

My Commission expires.....



Approved By Salt  
 19-10-45 500

UNION  
 Corner 7th  
 SALT

Recorder

page

in Book

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Dated.....  
 Record

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