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Misc. Index #3

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RESTRICTIONS :-

SIDNEY R. GODFREY and ELVA GODFREY, his wife;  
O. MAYNIE NIELSEN and FLORENCE H. NIELSEN, his wife;  
CLAUDE HIBBARD and CLARA E. HIBBARD, his wife;  
GILBERT J. GERRARD and FAYETTE S. GERRARD, his wife;  
ROBERT H. TOMERS and HELEN C. TOMERS, his wife;  
FRED WEIDEN and BEONA WEIDEN, his wife;  
CLOYD WINDIG and RUTH WINDIG, his wife;

- TO -

WHICH IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 1 to 13 inclusive; Block 1; Lots 1 to 9 inclusive, Block 2; Lots 1 to 32 inclusive, Block 3; and Lots 1 to 22 inclusive, Block 4; all located in South Cottonwood Heights 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 two stories in height and a private garage for not more than three automobiles, except as hereinafter provided.

II.

(A) Every detached single-family dwelling erected on any residential lot included within Lots 3, 4, 5, 6, 7, 8, 9, 11, 20 and 21, Block 4, South Cottonwood Heights shall cost \$6,500.00 or more and shall have a ground floor area as follows: If a one story structure 1100 square feet or more, if a one and one half or two story structure 850 square feet or more.

(B) Every detached single-family dwelling erected on any residential lot included within Lots 2, 10, 12, 13, 14, 15, 16, 17, 18, 19 and 22, Block 4, South Cottonwood Heights shall cost \$6,000.00 or more and shall have a ground floor area as follows: If a one story structure 1000 square feet or more, if a one and one half or two story structure 800 square feet or more.

(C) Every detached single-family dwelling erected on any residential lot included within Lots 2 to 8 inclusive, Block 2, and Lots 1 to 32 inclusive in Block 3 and Lot 1 in Block 4, South Cottonwood Heights shall cost \$5,000.00 or more and shall have a ground floor area of not less than 800 square feet.

(D) Every detached single-family dwelling erected on any residential lot included within Lots 1 to 13 inclusive, Block

1 and Lots 1 and 2 of Block 2 shall cost \$4,500.00 or more and shall have a ground floor area of 750 square feet or more, except, however, that a family dwelling located on Lot 4, Block 1 may have a ground floor area of not less than 720 square feet.

The ground floor area as herein in Paragraph II referred to shall be construed to mean and shall mean the ground floor area exclusive of open porches and garage.

### 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 Sidney R. Godfrey, J. Douglas Allen, Gilbert J. Gerrard, O. Wayne Nielson and Claude Hibbard, 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 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 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. The powers and duties of such Committee and its designated representative shall cease from and after five years from the date hereof. 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 residential lots hereinbefore described, and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee.

Not more than one detached single-family dwelling shall be erected wholly or partially on any residential lot hereinbefore described, provided however, that on Lot 2, Block 1 and on Lot 1, Block 4, not more than two detached single-family dwellings may be erected thereon. 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 or on less than a residential lot, provided, that the existing boundary line of residential lots as hereinbefore described can be changed or altered for building 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 the building limit line as shown on the recorded plat of said South Cottonwood Heights. However, covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than 12 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 limit lines 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 than eight feet.

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.

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 owner or Tenant.

VII.

No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

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.

No permanent provisions shall be made on any lot for

the raising of poultry or rabbits or the housing of cows, horses or other livestock, provided however, that on Lots 4 to 8 inclusive in Block 2, and Lots 1 to 15 inclusive and 20 and 21 in Block 4, South Cottonwood Heights, provisions may be made for the raising of not to exceed 50 poultry and/or one pet pony upon the rear portion of said lot within a distance of not to exceed 50 feet from the farthest rear corner of said lot upon unanimous consent and approval in writing by the Committee hereinbefore named, in its sole discretion, and upon compliance with the health ordinances of Murray City, Utah, governing the same.

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 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.

XIV.

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 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.

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 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 XIII.

IN WITNESS WHEREOF, the undersigned, Owners of the residential lots hereinbefore described, have caused these presents to be executed this 31<sup>st</sup> day of May, A. D. 1946.

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O. Wayne Nelson

Florence H. Nielsen

E. Louise Hubbard

Clara L. Hubbard

Gilbert J. Gerrard  
Clara J. Gerrard  
Herbert A. Towers  
Leona Weeden  
Fred Weeden  
Leona Weeden  
Cloyd Kindig  
Ruth Kindig

STATE OF UTAH )  
 COUNTY OF SAFF LAKE )

On the 31<sup>st</sup> day of May, A. D. 1946, personally appeared before me SIDNEY R. GODFREY and ELVA GODFREY, his wife; O. WAYNE NIELSEN and FLORENCE H. NIELSEN, his wife; CLAUDE HIBBARD and CLARA E. HIBBARD, his wife; GILBERT J. GERRARD and FAYETTE S. GERRARD, his wife; HERBERT A. TOWERS and HELEN C. TOWERS, his wife, the signers of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

Myrtle Allen  
 Notary Public

( S E A L )  
 My Commission Expires: Residing at Murray City, Utah  
 May 24, 1949.

STATE OF UTAH )  
 COUNTY OF SAFF LAKE ) SS.

On the 31st day of May, A. D. 1946, personally appeared before me FRED WEEDEN and LEONA WEEDEN, his wife, CLOYD KINDIG and RUTH KINDIG, his wife, four of the signers of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

Myrtle Allen  
 Notary Public

( S E A L )  
 My Commission Expires: Residing at Murray City, Utah

