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SEP 5 1946
Cornelia B. Land, Recorder S. Z. County, Utah
Book 494 Page 60
Doc: 236-238-8 #3
1946
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F. G. Himmety

COVENANTS IMPOSING RESTRICTIONS UPON THE NEAR ESTATE

HEREINAFTER DESCRIBED

THEIR FULL AND COMPLETE REPRESENTS:

That the undersigned, Harold E. Nelson and Thelma E. Nelson, his wife, Livdale, Salt Lake County, State of Utah; the owners of a certain tract of land situate in Salt Lake County, State of Utah, and described as follows, to-wit:

Beginning at a point South 35° 50' West 48.57 feet from a stone monument located South 1547.33 feet and West 747.43 feet from the North quarter corner, Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence continue South 35° 50' West 53.72 feet; thence South 30° 30' East 194.10 feet; thence South 27° 30' West 730.75 feet; thence South 23° 45' East 331.99 feet; thence North 53° 17' East 11.93 feet; thence South 29° 37' East 332.11 feet; thence South 37° 27' East 511.50 feet; thence North 35° East 231.0 feet; thence North 29° 15' East 413.32 feet; thence North 30° West 229.95 feet; thence North 23° 45' East 306.23 feet; thence North 33° 11' West 945.49 feet to the point of beginning, which is known and described as Fairview Gardens Subdivision.

NOW, we are desirous of dividing said land into building lots.

WE, THE UNDERSIGNED, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of the lots hereinabove described, do, Harold E. Nelson and Thelma E. Nelson, hereby covenant and agree with all persons who may become owners of lots hereinabove described, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of said lots which shall be held by them and when sold and conveyed shall be owned, held and enjoyed by all persons who may become the owners thereof, and each of them and their and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants running with the land and binding upon each and every owner thereof.

No race or nationality, other than those for whom the premises are intended, namely American Citizens of the Caucasian race, shall use, own or occupy any lot hereinabove described, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality, employed by the owner of said property.

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The above described property shall be known as a residential district and all lots within the boundaries of the same shall be known and designated as "residential".

No structure shall be erected wholly or in part on said lots, other than a one-story, a one and one-half story or a two-story single family dwelling, costing not less than \$10,000, or having an area of not less than 1,200 square feet of floor space, exclusive of basement requirements, or 300 square feet on main floor for one and one-half or two story structures.

No stable, barn or chicken coop shall be constructed or placed upon said lots which shall exceed 400 square feet in area, and set no closer than 120 feet from front lot line and not less than 25 feet from side or rear lot lines.

No fur-bearing animals shall be kept on said premises, and fur-bearing animals shall be described as follows: Fox, Mink, Pine Marten, Coyotes, Skunk, Alaskan Lamb, Mountain Lamb, Muskrats and Rabbits.

All buildings constructed on said property shall comply with all plumbing, electrical and building requirements, as set forth in the ordinances of Salt Lake City.

No building shall be located on any lot of the above described property nearer than 50 feet to the front line of said lot or 20 feet from side lot lines.

No basement houses shall be permitted at any time and all temporary dwellings shall be set back 50 feet from the front building set-back line.

No lot may be divided or sold in pieces other than as shown on the official plat for the purpose of constructing additional dwellings thereon.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.
That no building upon the premises shall be constructed as a finished building with bare cement or cinder block. All cement or cinder block buildings must be stuccoed.

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

These covenants and restrictions are to run with the land and shall be binding with all the parties and persons claiming ownership under them until the 15th day of May, 1971, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

The invalidation of any of these covenants by injunction or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we, Harold E. Nelson and Thelma M. Nelson, his wife, the owners of the real property hereinbefore described, has caused these presents and this instrument to be executed this 5th day of August, 1946.

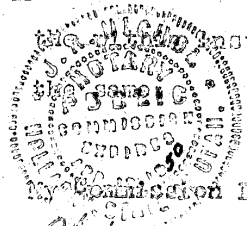
Harold E. Nelson

Thelma M. Nelson

WITNESS:

STATE OF UTAH)
County of Salt Lake) ss.

On the 10 day of July, 1946, personally appeared before me Harold E. Nelson and Thelma M. Nelson, his wife, the signers of this instrument, who duly acknowledged to me that they executed



J. R. Nichol
Notary Public, residing at
Salt Lake City, Utah

My Commission Expires: April 13, 1950