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Recorded at Request of Prudential Title Co. SEP 21 1946
 at 11:52 AM Page 210 Cor. Julia S. Lund, Recorder C. I. County, Utah
 by H. H. Pratt, Supl. Book 497 Page 608-836-136-25
 Mic Index #3

RESTRICTIONS AND DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned have caused to be surveyed the lands hereinafter described situated in Salt Lake City, Salt Lake County, State of Utah and hereby declare that the building sites located within the area thereof are subject to and shall be conveyed subject to the Reservations, Restrictions, and Covenants hereinafter set forth as follows:

DESCRIPTION

The following is the description of the lands to be embraced within the aforesaid dedication:

All of Boulevard Subdivision of
 Salt Lake County, Utah.

I. All Lots situated within the boundaries of the above-described area shall be known as Residential Lots, and no structure shall be erected wholly or partly on said Lots other than a one-story and one and one-half-story or two-story single family dwelling, costing not less than NINE THOUSAND (\$9,000.00) DOLLARS, and having a ground floor area of less than 1,000 square feet.

No building shall be located on any Residential Building Plot nearer than Thirty-five (35) feet to the front lot line nor nearer than Twenty (20) feet to any side street line, except that with respect to Lots 3 and 5 of said Subdivision, such building may be built not nearer than Ten (10) feet to any side street line and, in all other respects, said building shall, as to location on building lot, conform with the regulations of the Building Zoning Ordinances of Salt Lake City, Utah.

II. No Residential Building shall be erected on any lot having less than a Ninety (90) foot frontage.

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

IV. No race or nationality other than those for whom the premises are intended, namely the Caucasian Race, shall use or

1 occupy any building plot or lot, except that this covenant shall
 2 not prevent occupancy by domestic servants or caretakers of a
 3 different nationality employed by the owner or tenant. No sale
 4 of said premises shall be made to any person not of the Caucasian
 5 Race.

6 V. No trailer, basement, tent, shack, garage, barn or other
 7 outbuilding erected in said area shall at any time be used as a
 8 residence temporarily or permanently, nor shall any structure of
 9 a temporary character be used as a residence.

10 VI. No signs, bill boards, or advertising structures may be
 11 erected or displayed on any of the lots except for a single sign
 12 not more than 3 x 5 feet square advertising a specific lot for
 13 sale or house for rent may be displayed on the premises affected.

14 VII. No trash, ashes, or any other refuse may be thrown or
 15 dumped on any lot in said area.

16 VIII. No radio aerial wires shall be maintained more than three
 17 (3) feet higher than the roof of any structure.

18 IX. Easements affecting Lots numbers 1-13 inclusive in said
 19 Subdivision are reserved as shown on the recorded plat, for utility
 20 installation and maintenance.

21 X. An easement is reserved over the rear Five (5) feet of
 22 each lot for utility installation and maintenance. An easement is
 23 reserved over the South Five (5) feet of Lot 6 of said Subdivision
 24 for Drainage purposes as shown on the recorded plat.

25 XI. These covenants and restrictions are to run with the
 26 land and shall be binding on all the parties and persons claiming
 27 under them until January 1, 1998, at which time said covenants shall
 28 be automatically extended for successive periods of Ten (10)
 29 years unless by a majority of the then owners of the lots, it is
 30 agreed to change the said covenants in whole or in part.

31 XII. If the parties hereto, or any of them or their heirs or
 32 assigns shall violate or attempt to violate any of the covenants
 33 or restrictions herein before January 1, 1998, it shall be
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RONNEY AND NELSON
 ATTORNEYS AT LAW
 SALT LAKE CITY, UTAH

1 for any person or persons owning any other lot or lots in said area
2 to prosecute any proceedings at law or in equity against the
3 person or persons violating or attempting to violate any such
4 covenants or restrictions and either prevent him or them from so
5 doing or to recover damages or other dues for such violation.

6 XIII. Invalidation of any one of these covenants by judgment
7 or Court Order shall in no wise affect any of the other provisions
8 which will remain in full force and effect.

9 IN WITNESS WHEREOF, the undersigned, owners of the real
10 property hereinbefore described, have caused these presents and
11 this instrument to be executed this 18th day of September, 1946.

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13
14 Alda M. Grover
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16 Phyllis Sandberg
17 Wayne L. Sandberg
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ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

19 STATE OF UTAH)
20) ss.
21 COUNTY OF SALT LAKE)

22 On this 18th day of September, 1946, personally
23 appeared before me C. Barton Grover and Alda M. Grover, his wife,
and Wayne L. Sandberg and Phyllis Sandberg, his wife, the signers
of the foregoing instrument, who duly acknowledged to me that
they executed the same.



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C. Schaefflin
Notary Public
Reading at Salt Lake City, Utah
My Commission Expires July 7, 1949

State of Minnesota,
COUNTY OF HENNEPIN

INVESTORS SYNDICATE, a corporation created under the laws of the State of Minnesota,
Does Hereby Certify, That a certain Indenture of Mortgage, bearing date the 19th

day of May, 1944, made and executed by COTTAGE HOMES, INC., a Utah

To Investors Syndicate and recorded in the office of the Register of Deeds of the County of Hennepin and State of Utah in Book 540 of Mortgages, Page 319, on the 19th day of May, 1944, at 3 o'clock

minutes M., is, with the note accompanying it, fully paid and satisfied. And the Register of Deeds of said County is hereby authorized and directed to discharge the same upon the record thereof, according to the statutes in such case provided.

In Witness Whereof, said INVESTORS SYNDICATE has caused its name to be subscribed and its corporate seal to be affixed by its Vice President and its Assistant Secretary, this 17th day of May, A. D. 1946.

Executed and Delivered in Presence of

INVESTORS SYNDICATE

By

Vice President

By

Asst. Secretary

STATE OF MINNESOTA,
County of Hennepin.

Be it known that on this 17th day of September, A. D. 1946,

before me appeared Harvey C. Carr and D. W. Hilliard

to me personally known, who each being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of the Investors Syndicate, and that the seal affixed to the foregoing instrument is the corporate seal of the said Investors Syndicate, and that the said instrument was signed and sealed in behalf of said Investors Syndicate, by authority of its Board of Directors, and said Harvey C. Carr & D. W. Hilliard acknowledged said instrument to be the free act and deed of said Investors Syndicate.

L. D. Stokes
Notary Public, Hennepin County, Minn.

My commission expires

L. D. STOKES, Notary Public
For State of Minnesota
Residing in Hennepin County, therein
My Commission Expires October 28, 1952.

F 54951 ajv

Satisfaction of Mortgage

INVESTORS SYNDICATE

To

Office of Register of Deeds

State of
County of

I hereby certify that the within
Satisfaction of Mortgage was filed in
this office for record on the

day of A. D. 1946, at

o'clock M., and was duly

recorded in Book of Mort-

gages, page

5400

Register of Deeds of Said County.

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