

JUL 20 1937

Barbara Perkins
1020 1/2 S. 200 W. Salt Lake City, Utah
James Perkins

CERTIFICATE
OF
PROTECTIVE COVENANTS AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, Jack E. Perkins, and Richard L. Perkins, are the owners of a certain parcel of real property situate in Salt Lake County, State of Utah, and particularly described as follows:

All of Lots 1 to 32 inclusive, in MADISON SUBDIVISION, a subdivision of Part of Lot 15, Block 41, Ten Acre Plat "A", Big Field Survey, according to the official plat thereof recorded in the Office of the County Recorder of said County.

and

WHEREAS, said property above described is sub-divided into building lots within said subdivision, and the plat thereof is now of record in the County Recorder's Office of Salt Lake County, Utah, and

WHEREAS, it is desired in connection with the plating and subdivision aforesaid, and as a part of a general building plan for the benefit, protection and enjoyment of the owners of the respective lots and parcels within said subdivision, to provide for certain use restrictions and protective covenants which shall govern and control the use and enjoyment of the lots within said subdivision.

NOW THEREFORE, the undersigned Jack E. Perkins and Richard L. Perkins, together with their respective wives, Lois C. Perkins, and Helen S. Perkins, do hereby certify and declare that each and all of the lots within said subdivision which, upon conveyance thereof by the undersigned, be owned, held, used, and enjoyed by the respective grantees thereof, their heirs, grantees and assigns, subject to the following restrictions:

(a) All lots in the said tract shall be known and designated as residential lots, and no structures shall be erected, altered, placed, or permitted to remain on any residential building other than one or two story structures and no building shall exceed one and one-half stories in height and its projection shall be for not more than the width of the lot.

(b) No building shall be located or erected on any residential building plot nearer than 24 feet to the front lot line, nor nearer than

10 feet to any side street line; no building except a detached garage or other outbuilding located 50 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

(c) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet, or a width of less than 49 feet at the front building setback line.

(d) 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.

(e) No persons of any race other than the Caucasian Race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(f) 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.

(g) No dwelling costing less than \$4,000.00 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 be not less than 600 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half story structure.

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

(i) No business or commercial activity shall be maintained, conducted, or operated upon any of the building plots in said tract.

(j) These Covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1972, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(k) If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the Covenants and restrictions herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and restriction and either to prevent him or them from so doing or to recover damages for such violation.

(l) Invalidation of any one of these covenants and restrictions by the judgment, decree or order of any court of competent jurisdiction shall in no wise effect any of the other provisions and restrictions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Jack E. Perkins and Lois C. Perkins, his wife, and Richard L. Perkins and Helen S. Perkins, his wife, have duly signed and executed the foregoing Certificate, this 15 day of January, 1947.

Jack E. Perkins
Lois C. Perkins

Richard L. Perkins
Helen S. Perkins