

1081216

Recorded at Request of *H.H. Halliday* MAY 6 194

at 4:01 M Fee paid \$ 3.30 Hazel Taylor, Recorder, Salt Lake County, Utah

By *W. Schmitt*, Dep. Book 535 Page 326 Net *37-37-6*

CERTIFICATE
OF
PROTECTIVE COVENANTS AND USE RESTRICTIONS

*South Bank Bldg
Miss Indef*

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, L. MARCUS JENSEN, and JEAN A. JENSEN, his wife, 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 31 inclusive, in Arborwood Park, a subdivision, situate in the West one-half of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof recorded in the office of the County Recorder of said County.

WHEREAS, said property above described is subdivided 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 platting and subdivision aforesaid, and as part of the 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 protective covenants and use restrictions which shall govern and control the use and enjoyment of the lots within said subdivision.

NOW THEREFORE, the undersigned, L. MARCUS JENSEN, and JEAN A. JENSEN, his wife, 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 plot other than one detached single-family dwelling, not to exceed one and one-half stories in height, and a private garage for not more than three cars, except on lots three to seven (3 to 7) inclusive, a small summer cottage or wabin in rear of lot is permitted, for the use and enjoyment of occupant of lot.

75

(b) No building shall be located or erected on any residential building plot nearer than 40 feet to the front lot line, nor nearer than 12 feet to any side street line; no building except a detached garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 12 feet to any side lot line. No detached garage or other building shall be located nearer than 20 feet from the nearest dwelling or other existing buildings, on any other plot or lot.

(c) Only one dwelling shall be erected or placed on any lot except two dwellings are permitted on Lot No. 1.

(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) The ground floor area of the main structure of each dwelling, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet.

(h) An easement is reserved over any part of the rear portion of each lot for a distance of five (5) feet, 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) No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of L. Marcus Jensen, Jean A. Jensen, and W. V. Jensen, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications 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 of its designated representative, shall cease on 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 the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(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) 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.

(m) 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 L. MARCUS JENSEN, and JEAN A. JENSEN, his wife, have duly signed and executed the foregoing Certificate, this 25th day of April, 1947.

L. Marcus Jensen

Jean A. Jensen

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 28 day of April, 1947, personally appeared before me, L. MARCUS JENSEN, and JEAN A. JENSEN, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

M. J. J. J.
Notary Public, residing in
Salt Lake City, Utah

My Commission Expires:

1/20/48

