

Recorded at Request of *Edward M. Asht*

MAY 12 1941 330

M Fee paid \$ 2.30 Hazel Taggart Chase, Recorder Salt Lake County, Utah
J. K. Davis, Dep. Book 536 Page 431 Ref. *B37-6-4*

Miss Indye #3

LOGANVIEW SUBDIVISION
A subdivision of Salt Lake County, Utah

BUILDING RESTRICTIONS

That the undersigned, owners of the following described real property situated in Salt Lake County, State of Utah:

Block 1, Lots 1 to 26, Block 2, LOGANVIEW SUBDIVISION, as per the recorded plat in the office of the County Recorder of Salt Lake County,

do hereby covenant that all and each of said lots above described shall be conveyed subject to the RESERVATIONS, RESTRICTIONS and COVENANTS hereinafter set forth.

I

Each of the lots above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or maintained on any such "Residential Lot" other than one detached single-family dwelling not to exceed two stories in height and not more than three (3) automobiles.

II

Any detached single-family dwelling erected on any one of the above described lots shall cost \$6500.00 or more and shall have a ground floor area of at least, if a one-story structure, 1,100 square feet or more; if a one and a half or two-story structure, 750 square feet or more.

The ground floor area as herein in Paragraph II referred to shall be computed as follows and shall mean the ground floor area of the main structure of any detached single-family dwelling exclusive of open porches and

III

Buildings shall be erected, placed or altered on any building plot in accordance with the building plans, specifications, and plot plan submitted. The location of such building have been approved in writing as to design and location of external design with existing structures in the subdivision, and as to location of the building with respect to topography and drainage, by a committee composed of Rulon Val Hoyt, Rulon Val Hoyt, and E. Miller, 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 authority to approve or disapprove such design and location of building or representative with like authority. In the event said designated representative fails to approve or disapprove such design and location within 30 days, after said plans and specifications are submitted to it or, in any event, if no suit to enjoin the erection of such building has been commenced prior to the expiration of such approval will not be required and this Covenant shall be deemed to have been fully complied with. Neither the members of said committee nor the designated representative shall be entitled to any compensation hereunder pursuant to this Covenant. The members of said committee and the designated representative, shall be jointly and severally liable for the approval described in this paragraph. This approval shall be effective from the date of the recording of this instrument and shall remain in effect until the expiration of the term of this instrument.

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 Loganview Subdivision. 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, awnings, chimneys, may extend not more than four feet beyond said building line. Steps leading to dwellings may extend beyond such building line 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. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 60 feet at the front building setback line.

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 own 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 Owners or Tenant.

VII

No trailer, basement, tent, shack, garage, 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 structure shall be maintained more than three (3) feet higher than the ground level on any residential lot hereinbefore described.

XII

No structure shall be erected on the recorded plat, for utility, installation, maintenance and maintenance of irrigation systems or structures to conduct irrigation water.

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XIII

All covenants and restrictions hereinstated 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 (25) 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

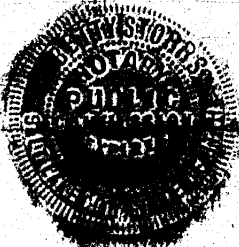
Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty five (25) years from the date hereof subject to automatic extension as provided in Paragraph XIII hereof.

IN WITNESS WHEREOF, the undersigned, Owner of the property described herein has caused these presents, to be executed this 12th day of May, A. D. 1947.

Richard R. Hoyt
Maude S. Hoyt

STATE OF UTAH |
 : ss
County of Salt Lake ()

On the 12th day of May, A. D. 1947, personally appeared before me RICHARD R. HOYT and MAUDE S. HOYT, his wife, the signers of the above instrument who duly acknowledged to me that they executed the same.



Betty Stross
NOTARY PUBLIC

My Commission Expires Mar. 26, 1951
expires.

Residence is: Salt Lake City, Utah