Recorded at request of Shaw Inc. MAY 28 1947
at 9:30 M Fee paid $ 3.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah
By E. Schultz 540 Page 16 Ref. 2-36-117-8
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PROTECTIVE COVENANTS

OF

AMENDED PLAT OF COTTONWOOD ACRES, A SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, AGNES JUDGE BALDWIN, has heretofore caused to be surveyed, platted and subdivided into lots and streets the following described real property located in Salt Lake County, State of Utah, to-wit:

> Beginning at a point on the fence line dividing the Judge and Walker farms, which point is South 7.0 feet from the Calculated Center of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, running thence along said fence line South 89 degrees 49 minutes East 1315.87 feet; thence South 507.0 feet; thence West 257.5 feet; thence South 859.59 feet; thence West 1035.864 feet more or less to boundary fence; thence along boundary fence North 427.9 feet; thence West 24.7 feet; thence North 0 degrees 08 minutes East 942.9 feet to the point of beginning.

That the Subdivision so platted is designated and known as "AMENDED PLAT OF COTTONWOOD ACRES"; that the plat thereof was accepted by the Board of County Commissioners of Salt Lake County on MAY 8 1947 and has been recorded in the Office of the County Recorder of Salt Lake County, Utah, in Book J of Plats at page 155, on the 9th day of MAY 1947.

That the undersigned Agnes Judge Baldwin is the record owner of all of the land located in said subdivision except that portion thereof dedicated to public streets.

NOW, THEREFORE, all of the lots shown on the plat of "AMENDED PLAT OF COTTONWOOD ACRES" are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons or corporations who hereafter own or have an interest in any lot in said subdivision shall take and hold the same subject to the agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty-five (25) years from the 9th day of May 1947; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of twenty-five (25) years each; provided, how-

8633

ever, that the owners of the fee simple title of a majority of the lots in this subdivision may release all of the lands hereby restricted from any and all said restriction and covenants at the end of the first twenty-five (25) year period, or of any successive twenty-five (25) year period, by executing an appropriate agreement in writing for such purpose and filing it, for record, in the Office of the County Recorder of Salt Lake County, Utah, at least five (5) years prior to the expiration of any twenty-five (25) year period.

USE OF LAND:

None of the lots shall be used for or occupied by other than single family dwellings of not to exceed two (2) stories in height, garages and necessary incidental outbuildings. No flat or apartment house shall be permitted thereon.

SET BACK OF IMPROVEMENTS AND APPURTENANCES:

No building shall be erected on any of said lots nearer than thirty (30) feet to the front lot line.

FENCES AND PLANTING:

No trees, other planting or fences shall be installed or maintained on any lot which will obstruct the view or otherwise interfere with the use and enjoyment of the owners or occupants of any other lot or lots in the subdivision.

LIVESTOCK AND FOWL:

No livestock or fowl of any kind or nature shall be housed or maintained on any lot except household pets and saddle horses for family use.

NO TRADE OR BUSINESS PERMITTED:

No trade or business establishment of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon.

8633

PLAN, DESIGN AND LOCATION OF BUILDINGS TO BE APPROVED:

No building shall be placed or erected on any lot until the design and location have been approved, in writing, by a committee appointed by a majority of the owners of the lots in the subdivision. In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision.

BUILDINGS PERMITTED:

No principal dwelling costing less than Ten Thousand dollars($10,000.00) including the garage shall be permitted as a main structure on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than fifteen hundred (1500) square feet, in the case of one story structures, and not less than nine hundred and fifty (950) square feet in the case of a one and a half or two story structure. Guest houses, stables and other outbuildings shall be permitted without restriction as to size or cost provided they meet with all other requirements of these covenants.

LOT REQUIRED FOR BUILDING:

No lot shall be re-subdivided for any purpose or conveyed in whole or in part for right of way purposes, for ingress and egress to other lands.

PERSONS WHO MAY OCCUPY:

No person not of the Caucasian race shall use or occupy any building or lot in the subdivision except as a domestic servant or employee of the owners or tenants.

EASEMENT FOR UTILITIES:

An easement is reserved over the following property for utility installation and maintenance: rear five (5) feet of Lots 1 to 11 inclusive; 2½ feet on each side of the common dividing line between Lots 10 and 11; 2½ feet on each side of the line bearing North 88 degrees, 05 minutes, 42 seconds West common to Lots 14 to 18 inclusive; 2½ feet on each side of common rear boundary line of Lots 14 and 18; and 2½ feet on each side of the common rear boundary line of Lots 12 and 13.

8633

RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any person, persons or corporation, except in respect of breaches committed during its, his, her or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned or the owner or owners of any of the lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation, shall, in no event, be deemed a waiver of the right to do so thereafter.

INVALIDATION OF RESTRICTIONS:

The invalidation of any restriction herein contained, by judgement or Court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS THE HAND of said AGNES JUDGE BALDWIN this 12 day of May 1947.

× Agnes Judge Baldwin

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

On the 12 day of May 1947, personally appeared before me AGNES JUDGE BALDWIN the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Jane Clements
NOTARY PUBLIC
Residing in

8633