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Recorded at Request of A.C. Melville

JUL 31 1947

9:30 AM Fee paid \$ 2.10 Hazel Taggart Chase, Recorder, Salt Lake County, Utah

By M. N. Davis, Dep.

Book 551 Page 362 Ref. 31-98-4

DEDICATION OF RESTRICTIVE COVENANTS

501 - 1st and 2nd  
mis index #3

ALTON C. MELVILLE and VERA B. MELVILLE, his wife; of Salt Lake County, State of Utah, the owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

Lots 1 to 9 inclusive, 17 to 20 inclusive and 25 to 35 inclusive, Pleasant View Heights Addition, a recorded subdivision of a part of the Northwest quarter of Section 26, Township 1 South Range 1 East S.L.M.

do hereby place the hereinafter designated restrictive covenants on the said described land:

(a) Each conveyance of a part or parcel of the above-described property by the above-named parties shall be considered as a residential "lot" within the meaning of these covenants, except conveyances which are specifically made for rights of way or highway purposes. No structures shall be erected, altered, placed or permitted to remain on any of the lots in said subdivision other than single family dwellings.

(b) No building shall be located on any residential lot nearer than 25 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 60 feet or more from the front lot line, shall be located nearer than 3 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 6000 square feet or a width of less than 60 feet at the front building set-back 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 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.

(f) No dwelling costing less than \$6000.00 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 750 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.

(g) An easement is reserved for utility installation and maintenance over the rear five feet of each of the lots in said subdivision.

(h) Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain

unless it has been first passed through an absorption field approved by a health authority.

(i) No person not of the Caucasian race shall use or occupy any building upon any lot except he or she occupies or uses such building as a domestic servant of the owner or tenant.

(j) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1971, 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 or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(l) Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Dated at Salt Lake City, Utah, this 28 day of July, 1947.

Alton C. Melville

Verna B. Melville

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE)

On the 28 day of July, 1947 personally appeared before me Alton C. Melville and Verna B. Melville, his wife, two of the signers of the within instrument, who duly acknowledged to me that they executed the same.

Edwin L. Hagan  
NOTARY PUBLIC

My Commission expires:

My Commission Expires May 17, 1949

*P.G.*