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By

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35-251-11 2nd

COVENANTS IMPOSING RESTRICTIONS UPON THE REAL ESTATE

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HEREINAFTER DESCRIBED:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Louis N. Bagley and Frances S. Bagley, his wife, L. Roland Bain and Frances P. Bain, his wife, and Julian L. Dansie and Lyons S. Dansie, his wife, of Salt Lake City, Salt Lake County, State of Utah, the owners of a certain tract of land situate in Salt Lake County, State of Utah, and described as follows, to-wit:

Air-Mont Heights, a sub-division, a part of the Northeast Quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

WHEREAS, we have divided said land into building lots.

NOW, THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of the lots hereinabove described, we, Louis N. Bagley and Frances S. Bagley, his wife, L. Roland Bain and Frances P. Bain, his wife, and Julian L. Dansie and Lyons S. Dansie, his wife, hereby covenant and agree with all persons who may become owners of lots hereinabove described, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of said lots which shall be held by them and when sold and conveyed shall be owned, held and enjoyed by all persons who may become the owners thereof, and each of them and their and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants running with the land and binding upon each and every owner thereof.

No race or nationality, other than those for whom the premises are intended, namely American Citizens of the Caucasian race, shall use, own or occupy any lot or parcel of the land hereinabove described, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality, employed by the owner of said property.

The above described property shall be known as a residential district and all lots within the boundaries of the same shall be known and designated as "residential".

No structure shall be erected wholly or in part on said lots, other than a one-story, a one and one-half story or a two-story single family dwelling, having an area of not less than 900 square feet of floor space, exclusive of garage requirements.

No stable, barn or chicken coop shall be constructed or placed upon Lots 1, 2, 17 and 18, and no stable, barn or chicken coop shall be constructed or placed upon all other property of the said sub-division which shall exceed 400 square feet in area, and set not closer than 120 feet from front property line and not less than 10 feet from side or rear property lines.

No more than two each of fur-bearing animals shall be kept on said premises, and fur-bearing animals shall be described as follows: Fox, Mink, Chinchilla, Pine Marten, Coyotes, Skunk, Alaskan Lamb, Mouton Lamb, Muskrats and Rabbits.

No building shall be located on any part or parcel of the above described property nearer than 40 feet to the front line of said lot or parcel of ground.

No basement houses, nor temporary dwellings, shall be permitted at any time.

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Home occupations or the office of a physician, dentist or music teacher may be carried on within the residence, provided that there be no alteration in the residential character of the premises; that when carried on within the dwelling not more than 25% of the ground floor of the dwelling shall be used.

These covenants and restrictions are to run with the land and shall be binding with all the parties and persons claiming ownership under them until the 17th day of February, 1997, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

The invalidation of any of these covenants by injunction or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we, Louis N. Bagley and Frances S. Bagley, his wife, L. Roland Bain and Frances P. Bain, his wife, and Julian L. Dansie and Lyons S. Dansie, his wife, the owners of the real property hereinbefore described, have caused these presents and this instrument to be executed this 17th day of February, 1947.

Louis N. Bagley
Frances S. Bagley
L. Roland Bain
Frances P. Bain

Julian L. Dansie
Lyons S. Dansie

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

On the 17th day of February, A. D. 1947, personally appeared before me, Louis N. Bagley and Frances S. Bagley, his wife, L. Roland Bain and Frances P. Bain, his wife, and Julian L. Dansie and Lyons S. Dansie, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

2/2/48

Paul B. Shields
 Notary Public
 Residing at Salt Lake City, Utah

T. C. G.
 R. L.