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misc index #3

PROTECTIVE COVENANTS

DOWNINGTON HEIGHTS

SALT LAKE CITY, UTAH

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The undersigned Utah Realty & Construction Company, owners of Lots 16, 18, 21, 22, 23, 24, Downington Heights, Melvin K. Bradshaw and Lorene H. Bradshaw, his wife, owners of Lot 13, Downington Heights, Richard Heaton and Rue M. Heaton, his wife, owners of Lot 26, Downington Heights, and B. L. Farnsworth and Afton E. Farnsworth, his wife, and R. J. Chapman and Vilate S. Chapman, his wife, owners of the balance of Downington Heights, a subdivision of part of Lot 5, Block 8, T. M. Lyman Jr's Survey of Section 16, Township 1 South, Range 1 East, Salt Lake Base & Meridian, being also part of Lots 7 and 8, Block 8, 5 Acre Plat "C", Big Field Survey, Salt Lake City, Salt Lake County, Utah, according to the official plat thereof now of record in the Office of the Recorder of said county, acting for the benefit of present and future owners of building lots in the said subdivision, do hereby impose upon the above named subdivision and all of the building lots included therein the following protective and restrictive covenants, which covenants shall inure to the benefit of all the owners of land within the subdivision and shall be appurtenant to and running with the land and shall be binding upon all owners and purchasers of lands within said subdivision, their heirs, administrators, executors, grantees and assigns:

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The covenants as hereinafter set forth are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in the above described and named subdivision it is agreed to change the said covenants in whole or in part.

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 of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential building lots. No structures shall be erected, placed or permitted to remain on any residential building plot other than one and two family units, detached, not to exceed two stories in height and a private garage not more than two cars.

B. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plat 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 B. L. Farnsworth and R. J. Chapman, 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 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 January 1, 1949. 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.

B-1. No building except a detached garage or other out building located 60 feet or more from the front lot line shall be located nearer than 8 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 5000 square feet or a width of less than 50 feet at the front building setback 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 350 feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half or two story structure.

C. Necessary easements for utility installation and maintenance are reserved, over the rear five feet of each lot.

D. No person or persons of any race or nationality other than the Caucasian race shall use or occupy any building or lot except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

In Witness Whereof the above named owners hereunto set their hands and seals this 12th day of September, 1947.

UTAH REALTY & CONSTRUCTION CO.,
a Utah Corporation.

B. L. Farnsworth
President

P. A. Wursten
Secretary

Melvin K. Bradshaw
Lorene H. Bradshaw

Richard Heaton

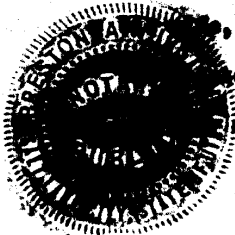
Rue M. Heaton

B. L. Farnsworth

Aften S. Farnsworth
R. J. Chapman
Vivian S. Chapman

STATE OF UTAH,
COUNTY OF SALT LAKE SS

On this 12th day of September, 1947, personally appeared before me Melvin K. Bradshaw and Lorene H. Bradshaw, his wife, Richard Heaton and Rue M. Heaton, B. L. Farnsworth and Aften S. Farnsworth, his wife and R. J. Chapman and Vivian S. Chapman, his wife, the signers of the above and foregoing instrument and they acknowledged to me that they executed the same.



Melvin K. Bradshaw
Notary Public residing at Salt Lake City, Utah

My Commission expires: 5/17/51



On this 12th day of September, 1947, personally appeared before me B. L. Farnsworth and P. A. Wursten, who being by me duly sworn did say, each for himself, that the said B. L. Farnsworth is the President, and he, the said P. A. Wursten is the Secretary of Utah Realty & Construction Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said B. L. Farnsworth and P. A. Wursten acknowledged to me that said corporation executed the same.

My Commission Expires: May 26, 1948
B. L. Farnsworth
Notary Public residing at Salt Lake City, Utah