

Recorded at Request of

Louise C Bath

APR 30 1948

at 9:27 AM Fee paid \$ 2.90

Hazel Taggart Chase, Recorder Salt Lake County, Utah

1119145

Hazel Taggart Chase

Book 605 Page 196 Ref

2151 East 34th So.

AGREEMENT

WHEREAS, it is proposed to set off an area of land hereinafter described for a residential district.

WHEREAS, it is proposed that said district and section of land shall have a protective covenant applying to and running with said land and binding upon all parties, their heirs, successors, and assigns;

NOW THEREFORE, the signers hereto in consideration of their mutual promises and in ^{consideration} ~~consideration~~ of the covenants herein made, do severally agree to and with each other as to the following described property:

LOUISE C. BATH

Lots 29 thru 75, incl 928B
East Mill Creek Heights Addition #2, a subdivision, a part of the South West quarter of Section 26, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

THE covenants hereinafter set forth are to be construed as covenants running with the above described land, and are binding upon all parties hereto, their heirs, successors, and assigns. Parties to this agreement are: LOUISE C. BATH

ALL parties, their heirs, successors, and assigns, covenant, promise and agree as follows:

1. That these Covenants 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 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.

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2. That 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 or subdivision 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 damage or other dues for each violation.

3. That invalidation of any of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. That all lots in the tract shall be known and described as residential lots.

5. That no building shall be erected, placed, or altered on any building/plot in this subdivision until the building plans, specifications, and lot 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 Andrew C. Bath, Laurence Bath, and ^{W.} Earl Bath, 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 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 have been commenced prior to the completion thereof, such approval will not be required and the 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, 1973.

Thereafter the approval described in this Covenant shall not be required. ~~Before said~~ and effective thereon a written instrument shall be executed by ~~the~~ 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.

6. No residence or attached appurtenance shall be erected on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other outbuilding located 90 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 90 feet from the front lot line.

7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,000 square feet or a width of less than 50 feet at the front building setback line.

8. 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.

9. 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.

10. ~~That no dwelling costing less than \$8,000.00 shall be permitted on any lot in the tract.~~ ^{That} the ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 950 square feet in the case of a one-story structure nor less than 800 square feet in the case of a one and one-half, two, or two and one-half story structure.

11. ~~Caveat~~ ^{Caution} ~~only.~~

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 23 day of March, 1948.

Attest:

Witnessed By.



On this 30th Day of April, 1948 personally appeared before me W. Earl Nelson, Notary Public, the signature of Louise G. Bath, the signer of the foregoing instrument who duly acknowledged to me that he witnessed the same.

Salt Lake:

Louise G. Bath

W. Earl Nelson
Notary Public