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Recorded at Request of UNION TRUST CO

AUG 31 1948

Fee paid \$ 3.50

Hazel Taggart Chase, Recorder Salt Lake County, Utah

R. J. Schmitt, Dep.

Book 621 Page 449

Sub D44-145-19  
D34-315-12

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned owners of the real property hereinafter described located in Midvale City, Salt Lake County, State of Utah, hereby mutually agree each with the other to adopt protective covenants in respect to said real estate in the manner following, that is to say:

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.

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 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 lots, but may be described in metes and bounds with reference to the survey monument establishing the center of Sec. 25, Twp. 2 South, Range 1 West, Salt Lake Base and Meridian. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than 2 cars.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot 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 J. Albert Smith, M.S. Peterson and <sup>Harvey Eckman</sup> ~~Robert~~, 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 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 1-1-56. 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.

C. No building shall be located on any residential building plot nearer than 25 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 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9,000 square feet or a width of less than 60 feet at the front building setback line, except on the property located at the east side of 4th West Street on the north side of 7500 South Street, being the property of Angelina Riche, which lot is 50 feet by 115 feet; except also that a residence may be erected or placed on the lot

on the corner of the north side of 7500 South Street and the west side of 3rd West Street, which lot is 68 feet wide by 115 feet deep; and except also that a dwelling may be built on the corner lot on the north side of 7500 South Street and the west side of 4th West Street, which lot is 68 feet wide and 115 feet deep.

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.

F. No trailer, basement, tent, shack, garage, barn, or other out-building 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.

G. No dwelling costing less than \$4,500.00 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 700 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half, two, or two and one-half story structure.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

The real property included within these restrictive covenants is described as follows:

Beginning at a point 25 feet South and 84 feet west of the center of Sec. 25, Twp. 2 South, Range 1 West, S.L.E. & M., and running thence South 250 feet; thence West 25 feet; thence South 150 feet; thence East 25 feet; thence South 100 feet; thence West 133 feet; thence South 115 feet to the North side of 7500 South Street; thence West 50 feet; thence North along the East side of 4th West Street 500 feet; thence East 183 feet to beginning.

ALSO: Beginning on the West side of 4th West Street and on the South side of 7400 South Street at a point 25 feet South and 317 feet West from the center of said Sec. 25 and running thence South 615 feet to the North side of 7500 South Street; thence West 63 feet; thence North 115 feet; thence West 115.5 feet; thence North 50 feet; thence West 112.5 feet to the East side of 5th West Street; thence North 450 feet; thence East 290 feet to the point of beginning.

ALSO: Beginning at a point 25 feet South and 84 feet West from the center of said Sec. 25 and running thence South 250 feet; thence East 87.5 feet; thence South 150 feet; thence West 87.5 feet; thence South 100 feet; thence East 125 feet; thence South 115 feet; thence West 58 feet to the West side of 3rd West Street; thence North 615 feet; thence West 183 feet to beginning.

ALSO: Beginning at a point on the East side of 5rd West Street and the South side of 7400 South Street 25 feet South and 148 feet East of the center of said Sec. 25 and running thence South 315 feet; thence East 225 feet; thence North 315 feet; thence West 225 feet to the place of beginning.

IN WITNESS WHEREOF the undersigned owners of said property have hereunto set their hands this 31<sup>st</sup> day of March, 1948.

Irene D. Labrum  
IRENE D. LABRUM

H.A. SMITH  
H.A. SMITH

Harriette K. Smith  
HARRIETTE K. SMITH

Angelina Riche  
ANGELINA RICHEL

J. Albert Smith  
J. ALBERT SMITH

Lucille Smith  
LUCILLE SMITH

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 31<sup>st</sup> day of March, 1948, personally appeared before me IRENE D. LABRUM and H.A. SMITH and HARRIETTE K. SMITH, his wife, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public  
NOTARY PUBLIC

Residing in Salt Lake City, Utah.

My Commission expires:  
1/5/52

STATE OF COLORADO )  
COUNTY OF FRONT ) ss.

On the 1<sup>st</sup> day of March, 1948, personally appeared before me ANGELINA RICHEL, signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Notary Public  
NOTARY PUBLIC

Residing in Denver, Colorado.

My Commission expires:

Notary Public  
Front Range, Colorado

My commission expires May 9, 1950

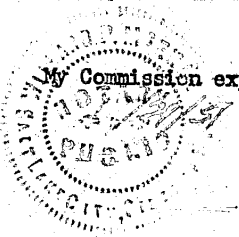
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STATE OF UTAH )  
                  ) ss:  
COUNTY OF SALT LAKE )

On the 30th day of August 1948, personally appeared before me  
J. ALBERT SMITH and LUCILLE SMITH, his wife, signers of the foregoing  
instrument, who duly acknowledged to me that they executed the same.

*James H. McEwen*

Notary Public  
Residing in Salt Lake City, Utah.



My Commission expires: \_\_\_\_\_