

Recorded at Request of

A. P. LAMM, TRUSTEE

OCT 26 1948

at 11:21^{AM} Fee paid \$ 3.10 Hazel Taggart Chase, Recorder, Salt Lake County, Utah

1138-172

By *A. P. Lamm* Dep.

Book 642 Page 52^v Ref. # 38-269-6-
Miss Index # 3

RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That whereas the undersigned, Northcrest, Inc., is the owner of Northcrest Subdivision Plat "A", situated in Salt Lake County, State of Utah, and it desires and intends to sell and convey the same to purchasers for the purposes herein contemplated, and in order to restrict the use of said property and thereby enhance the value thereof, it hereby agrees with all who shall purchase said property or any part thereof, that in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects, to-wit:

USE OF LAND: Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private single family residence purposes, and no flat or apartment house intended for residence purposes shall be erected thereon, and no structure shall be erected or placed on any of said lots other than a one, two, or three car garage, and one single family dwelling, not to exceed one story in height, except that on those lots where the finished ground elevation is at least one story lower on one side of the dwelling than on the opposite side, the dwelling may extend two stories above the finished ground elevation on such lower side.

SET BACK OF RESIDENCES FROM FRONT AND SIDE LOT LINES: No building shall be hereafter erected on any of said lots nearer than 25 feet to the front lot line, nor nearer than 8 feet

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Recorded at Request of

A. P. LAKIN, TRUSTEE

OCT 20 1948

at 11:21² AM Fee paid \$ 3.10

Hazel Taggart Chase, Recorder Salt Lake County, Utah

By *A. P. Lakin* Dep.

Book 112 Page 52

Ref. at 38-269-6-
mess index # 3

Know all men of these things: That whereas the undersigned, Northcrest, Inc., is the owner of Northcrest Subdivision Plat 118, situated in Salt Lake County, State of Utah, and it desires and intends to sell and convey the same to purchasers for the purposes herein contemplated, and in order to restrict the use of said property and thereby enhance the value thereof, it hereby agrees with all who shall purchase said property or any part thereof, that in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects, to-wit:

USE OF LAND: Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private single family residence purposes, and no flat or apartment house intended for residence purposes shall be erected thereon, and no structure shall be erected or placed on any of said lots other than a one, two, or three car garage, and one single family dwelling, not to exceed one story in height, except that on those lots where the finished ground elevation is at least one story lower on one side of the dwelling, than on the opposite side, the dwelling may extend two stories above the finished ground elevation on such lower side.

SETBACKS OF BUILDINGS FROM FRONT AND SIDE LOT LINES: No building shall be hereafter erected on any of said lots nearer than 25 feet to the front lot line, nor nearer than 5 feet

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to any side lot line. The side line restriction shall not apply to a garage located 60 feet or more from the front lot line, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.

SUBDIVIDING OF LOTS: No lot may be redivided or sold in pieces other than as shown on the official plat, for the purpose of constructing additional dwellings thereon.

NO TRADE OR BUSINESS PERMITTED: No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED: No trailer, basement, tent, shack, garage, barn or other out-building shall be moved onto or erected on any lot in the subdivision which shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted thereon.

RACIAL RESTRICTION: None of said lots shall be conveyed to, used, owned or occupied by anyone not of the Caucasian race, except that this Covenant shall not prevent the employment of domestic servants of a different race by an owner or tenant.

RESTRICTIONS TO ANIMALS AND FOWLS: That no animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said subdivision except such dogs, cats, and birds as are kept as household pets.

RESERVATION OR EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE: The right is hereby reserved in Northcrest, Inc., a corporation, its successors or assigns, to grant easements from time to time for the installation and maintenance of utility services under and ^{or above} beneath the surface of said lots.

RESTRICTIONS TO CAPACITY: No dwelling shall be permitted on any lot in which the main floor area of the structure, exclusive of open porches, windways, and garages, is less than 1250 square feet, and no structure shall be moved onto any residential lot in said plat.

RIGHT TO ENFORCE; The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches, committed during its, his, her, or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages, and the failure of the undersigned, Northcrest, Inc., or owner or owners of any

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of the lots in this subdivision to enforce any of the restrictions therein set forth at the time of its violation shall, in no event be deemed a waiver of the right to do so thereafter.

INVALIDATION: The invalidation of any of the restrictions herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

And the said Northerest, Inc., hereby declares and certifies that all of the lots shown on said plat are held by it and shall be conveyed by it, subject to the reservations, restrictions, covenants and declarations hereinabove set forth, and all persons and corporations who own or shall hereafter acquire any interest in any of said lots in said subdivision, shall be taken and held to agree and covenant with other owners of the lots shown on said plat and with their heirs, successors and assigns, to conform to and observe the same.

The undersigned, Northerest, Inc., may by appropriate assignment, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it.

Dated at Salt Lake City, Utah, this 11 day of October, A. D., 1948.

NORTHEREST, Inc., a corporation,

by Rowland H. Merrill, Inc.
President



[Signature]
Secretary

...shall be permitted
...of the structure, exclu-
...garages, is less than 1250
...shall be moved onto any residential

...The restrictions herein set forth
shall bind the land and bind the owners, their heirs, success-
ors and assigns and parties claiming by, through or under
them, and shall be taken to hold, agree and covenant with the owners
of said lots, their heirs, successors and assigns; and with each
of them separately with and against said restrictions as to the
use of said lots and the construction of improvements thereon,
but no instrument herein set forth shall be personally binding
on any individual, person or persons, except in respect of
liability incurred during its life, life, or their seizure of or
their interest in, and the lease or leases of any of the lots in
said subdivision shall have the right to sue for and obtain an
injunction to prevent the breach of
or to enforce the restrictions of the restrictions above set forth
and the liability of the owners, and the liability
of any individual, person or persons, or lease or leases of any

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of the lots in this subdivision to enforce any of the restrictions therein set forth at the time of its violation shall, in no event be deemed a waiver of the right to do so thereafter.

INVALIDATION: The invalidation of any of the restrictions herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

And the said Northcrest, Inc., hereby declares and certifies that all of the lots shown on said plat are held by it and shall be conveyed by it, subject to the reservations, restrictions, covenants and declarations hereinabove set forth, and all persons and corporations who own or shall hereafter acquire any interest in any of said lots in said subdivision, shall be taken and held to agree and covenant with other owners of the lots shown on said plat and with their heirs, successors and assigns, to conform to and observe the same.

The undersigned, Northcrest, Inc., may by appropriate assignment, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it.

Dated at Salt Lake City, Utah, this 11th day of October, A. D., 1948.



NORTHCREST, INC., a corporation,

By Rowland H. Merrill, M.D.
President

Quint L. Smith
Secretary

STATE OF UTAH,
COUNTY OF SALT LAKE

} ss

On this day of October, 1948, personally appeared before me, Rowland H. Merrill and Briant G. Smith, who being duly sworn did say, each for himself, that he, the said Rowland H. Merrill is the president, and he, Briant G. Smith is the secretary of Northcrest, Inc., 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 Rowland H. Merrill and Briant G. Smith each duly acknowledged to me that said corporation executed the same.



Rowland H. Merrill
Notary Public
Residing at Salt Lake City, Utah,