

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, L. R. Carrigan and Betty Carrigan, his wife and W. Dale Waters and Geneal J. Waters, his wife, are the owners of the following described property in Midvale, Salt Lake County, State of Utah, to-wit:

Lots 1 to 33 inclusive of Wasatch Acres, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, State of Utah; and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declares that the above described property is subject to the following restrictions and covenants:

## I

Each and every lot hereinbefore describe shall be known and is hereby designated as a residential lot and no structure shall be erected, altered, place or permitted to remain on any such residential lot other than one detached one or two family dwelling of not to exceed one and one-half stories in height and a private garage for not more than two automobiles.

## II.

Every detached one family dwelling erected on any residential lot included in this subdivision shall cost \$4500.00 or more and shall have a ground floor area as follows: If a one story structure one family dwelling 700 square feet or more; if a one and a half story structure 600 square feet or more. If a two family dwelling in a one story structure 1100 square feet or more; if a two family dwelling in a one and one half story structure 1000 square feet or more. The cost of a two family dwelling shall be \$7500.00 or more. The ground floor area referred to above in both a one family dwelling or a two family dwelling shall mean the ground floor area of the main structure of one detached one or two family dwelling exclusive of open porches and garages.

## III.

No detached one or two family dwelling shall be erected, placed or altered on any residential lot hereinbefore described unless and until the building plans specifications and plot plan showing the location of said building shall have been approved in writing as to conformity and harmony of external design with existing structures in the area covered by said residential lots and as to location of the dwelling with respect to topography and finished ground elevation, by a committee composed of W. Dale Waters, L. R. Carrigan and one other member to be appointed at the option of the said members of the committee, W. Dale Waters, and L. R. Carrigan, or such approval to be granted by a representative designated by a majority of the members of said Committee. Said committee to consist of three members after a third member has been designated by the two present members of the committee. In the event of the death or resignation of any member or members of said Committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event the remaining members or member of said committee shall fail within thirty (30) days after the death or resignation of any member of said committee, to appoint a successor, such successor shall be appointed by the Owners of a majority of the residential lots hereinbefore described. In the event said committee or its designated representative fails to approve or disapprove such building plans, specifications and plot plan within thirty (30) days after such plans, specifications and plot plan shall 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.

Not more than one detached one or two family dwelling shall be erected wholly or partially on any residential lot hereinbefore described. A "Residential Lot" is hereby defined to mean each of the residential lots hereinbefore described. It is understood, however, that upon written request, the committee hereinbefore named, may in its sole discretion and in writing only, permit a detached single or double family dwelling to be erected in the area covered by said residential lots hereinbefore described, partially on one and partially on another residential lot, provided, that the existing boundary lines of residential lots as hereinbefore described can be changed or altered for building program purposes only by the above named committee in its sole discretion in writing.

IV.

No building shall be located nearer to the front residential lot line than 30 feet on all lots except those lots having a North or South frontage and on these lots no building shall be located nearer to the front residential lot line than 25 feet. No building shall be located nearer to any side street line than 20 feet. However, covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than eight feet, and customary architectural appurtenances such as cornices, bay windows, spoutings, chimneys, may extend not more than four feet beyond said building line. Steps leading to dwellings may extend beyond such building line provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side line of a residential lot line than 8 feet on one side and 15 feet on the other.

V.

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall any thing be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described, including the keeping or raising thereon of livestock, or poultry, or rabbits.

VI

No person of any race or nationality other than the Caucasian Race, shall use or occupy any building on any of the residential lots hereinbefore described or any part or portion thereof, except that this covenant shall not prevent occupancy by domestics of a different race employed by the Owners or Tenant.

VII.

No trailer, basement, tent, shack, garage, or other out-building erected in, upon or about any of said residential lots hereinbefore described or any part thereof shall be at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

VIII

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

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

IX

No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots, except that a single sign not more than 3 x 5 feet in size advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

X.

No trash ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

XI

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until twenty-five (25) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or part.

XII

If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five (25) years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms, or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions, or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XIII

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty-five years from the date hereof subject to automatic extension as provided in Paragraph XI hereof.

Witness the hands of said Owners this 23<sup>rd</sup> day of October, A. D. Nineteen hundred forty-eight.

[Signature]  
[Signature]  
[Signature]  
[Signature]

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

On the 23<sup>rd</sup> October A. D. nineteen hundred forty eight personally appeared before me W. Dale Waters and General J. Waters, his wife and E. R. Carrigan and Betty Carrigan, his wife the signers of the above instrument who duly acknowledged to me that they executed the same.

Ben A. Boyd  
Notary Public residing in Midvale Utah

My commission expires July 22, 1950

Recorded at Request of \_\_\_\_\_  
at 1046A M Fee paid \$ 3.20 Hazel Taggart Chase, Recorder Salt Lake County, Utah  
By [Signature] Dep. Book 643 Page 149 Ret. 8-39-47-3  
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