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Recorded at Request of

SECURITY TITLE COMPANY

MAR - 8 1949

at 7:30 A M Fee paid *[initials]* Hazel Taggart Chase, Recorder Salt Lake County, Utah

By *[Signature]*, Dep. Book 65 Page 60 - Ref. *836-200-22*

RESTRICTIONS AND DEDICATIONS

836-202-17
836-204-21
836-206-17
836-208-30
Miss Index #3

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned have caused to be surveyed the lands hereinafter described situated in Salt Lake City, Salt Lake County, State of Utah and hereby declare that the building sites located within the area thereof are subject to and shall be conveyed to the Reservations, Restrictions and Covenants hereinafter set forth as follows:

DESCRIPTION

Lots 2 to 202 both inclusive in El Rey Subdivision of Salt Lake County. Exclusive of 99-100-101-102-103-104-105-106-107-108-109-87-88-89-90-91-92-93-94-95-96

- I. All lots situated within the boundaries of the above described area except as hereinafter provided, shall be known as Residential Lots and no structure shall be erected wholly or partly on said lots other than a one-story single family dwelling have a ground floor area of not less than 1100 square feet in the case of a one-story structure, nor less than 850 square feet in the case of a one and one-half story structure, nor less than 750 square feet in the case of a two story structure and a private garage for not more than two (2) cars.
- II. No building shall be placed, erected or altered on any building plot in the above described area, until the building plans, specifications have been approved in writing as to conformity and harmony of external design with existing structures in the area and as to location of the building with respect to property and setback lines, by a majority of committee composed of C. A. Chidester, Carl Burton and L.M. Sproul, or by a representative designated by a majority of the members of said committee.
- III. 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 appoint a member or members to fill any vacancy or vacancies in said committee. In the event that a majority of the members of said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (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.
- IV. No building shall be located nearer than 25 feet to the front street line, and shall comply in all respects to Salt Lake City requirements. Corner lots require only a 15 foot setback.
- V. No residential structure shall be erected or placed on any building plot which has an area of less than 6,000 square feet.

- VI. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- VII. No race or nationality other than those for whom the premises are intended, namely the Caucasian Race, shall use or occupy any building plot or lot, except that this covenant shall not prevent occupancy by domestic servants of a different nationality employed by the owner or tenants.
- VIII. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said area 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.
- IX. No structure shall be moved onto any lot unless it meets with the approval of the committee herein referred to.
- X. No signs, bill boards, or advertising structures may be erected or displayed on any of the lots except that a single sign, not more than 3 x 5 feet square, advertising a specific lot for sale or house for rent may be displayed on the premises affected.
- XI. No trash, ashes or any other refuse may be thrown or dumped on any lot in said area.
- XII. No radio aerial wires shall be maintained more than three (3) feet higher than the roof of any structure except for television.
- XIII. These covenants and restrictions are to run with the land and shall be binding on all the parties and persons claiming under them until September 1st, 1971 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
- XIV. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before September 1st, 1971, it shall be lawful for any other person or persons owning any other lots in said area to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent him or them from so doing or to recover damages or other dues for such violation.
- XV. 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.
- Special Notation: Paragraphs No. II and III above shall not apply to lots 185 to 202 both inclusive.

~~John M. Whitaker~~ ~~Carl C. Burton~~
~~John M. Whitaker~~ Carl C. Burton
~~Burton Lumber & Hardware Co.~~ Shayner Richards
~~by Carl C. Burton~~ Jennie L. Richards
John M. Whitaker Laura S. Robinson
J. Arthur Knudsen C. S. Robinson
Henry A. Glissmeyer Myrtle C. Knudsen
Ella G. Burton

STATE OF UTAH }
 County of Salt Lake } ss

On the 30th day of July, A. D., 1948, personally appeared before me, L. M. Sproul, Velva Sproul, Carl C. Burton Sec. Burton Lumber & Hardware Company, John M. Whitaker, J. Arthur Knudsen, Henry A. Glissmeyer, Ella K. Glissmeyer, Carl C. Burton, Ella G. Burton, Shayner Richards, Jennie L. Richards, Laura S. Robinson and C. S. Robinson known to me to be the same persons whose names are subscribed to the foregoing instrument and acknowledged that they signed the same instrument of their own free will and choice and as a free and voluntary act for the uses and purposes therein set forth. Given under my hand and seal this 30th day of July, 1948.

Harold G. Lambert
 Notary Public
 Salt Lake City Utah

