

115-43  
OCT 15 1949

AMERICAN TITLE COMPANY

Book 718 Page 452- Recd 61-41-5  
Miss Index #3

RESTRICTIONS FOR MARLENE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

All of Lots 1 to 24, inclusive, of MARLENE SUBDIVISION, a subdivision of part of Lot 11, Block 8, Section 16, Township 1 South, Range 1 East, Salt Lake Base and Meridian, J. M. Lyman Jr's Survey.

are desirous of creating restrictions and covenants affecting said property,

NOW, THEREFORE, in consideration of the premises, the undersigned, hereby declare the property hereinabove described subject to the following restrictions and covenants:

1. No building shall be erected on the above described property less than 25 feet from the front lot line, nor less than 8 feet from the side lot lines of said property, and the combined width of the two side yards shall not be less than 20 feet. Front line of buildings shall be parallel to front lot line. No detached garage or other outbuilding shall be closer than 60 feet from the front lot line, and a detached garage may be placed within not less than 1 feet from either side lot line.
2. No building shall be erected on the above described property having a ground floor area of the main structure, exclusive of porches and garages of less than 765 square feet.
3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 48 feet at the front building setback line.
4. No building shall be erected on the property except one or two family dwellings, not to exceed one story in height, and one private garage for not more than two cars. Nor shall any noxious or offensive trade or activity be carried on upon said property, nor shall anything be done thereon which will be an annoyance or nuisance in the neighborhood.
5. No trailer, basement, tent, shack, garage or other outbuilding on the property 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.
6. Said property shall not at any time be leased, sold, devised or conveyed to or in any manner acquired by or become the property of or be occupied by any person not of the Caucasian race, except that a person not of such race may occupy said property as a servant or employee of any occupant or owner.
7. No building or structure of any kind shall be erected on the property described within a period of ten years from date hereof, until the plans and specifications have been submitted and approved by a committee composed of Keith L. Knott, Eddie S. Knight and Max N. Bishop. All construction work on said property shall be in accordance with the ordinances of Salt Lake City relating to such construction work.
8. An easement is reserved over the rear 5 feet of each lot for utility installations.

9. These restrictions shall run with the land and shall be binding on all successors in title to the property, from January 1, 1977, at which time the restrictions shall run for successive periods of 99 years, during the term of the lots it is

10. 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.

WITNESS our hands this 10<sup>th</sup> day of October, 1949.

Keith L. Knight

Keith L. Knight

Lila S. Knight  
Lila S. Knight

Lila S. Knight

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On the 10<sup>th</sup> day of October, A. D., 1949 personally appeared before me KEITH L. KNIGHT and LILA S. KNIGHT, the signers of the within instrument who duly acknowledged to me that they executed the same.

John E. G.  
John E. G.

**Notary Public**

August 1, 1952 Residing at Salt Lake City, Utah

