

1208845

SECURITY TITLE COMPANY, Salt Lake County, Utah
at 1208 P.M. on July 19, 1950, Book 783 Page 532 of 542-276-7
By: E. J. Schacht Deputy Book 783 Page 532 of 542-276-7
Return to: RESTRICTIVE COVENANTS Misc Sub #4.

We the undersigned, owners of all of those certain lots located in Salt Lake County, State of Utah, and more particularly described as follows, to-wit:

Lots 3 to 16, inclusive, of J. B. STEWART'S SUBDIVISION

hereby both jointly and severally, in consideration of the mutual benefits to be derived by each of said parties hereto, agree with each other as follows:

- (a) All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling.
- (b) No building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer to any side street line or side yard line than as provided by the Salt Lake City Zoning Ordinance for Residential "A" District.
- (c) 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 a nuisance to the neighborhood.
- (d) No trailer, basement, tent, shack, garage, barn or other outbuilding 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.
- (e) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet.
- (f) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- (g) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1976, 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.
- (h) 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.
- (i) Invalidity 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.

IN WITNESS WHEREOF, we have hereunto put our hands and seals this 10th day of July, 1950.

J. B. Stewart
J. B. Stewart

Elva W. Stewart
Elva W. Stewart

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 10th day of July, A. D., 1950
Personally appeared before me J. B. Stewart and Elva W. Stewart, the signers of the above covenants, who duly acknowledged to me that they signed the same.

Com. Expires: 5-1-52

Notary Public
Notary Public, residing at
Salt Lake City, Utah