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Recorded at request of Valley Sales & Leasing Corp. AUG - 2 1950
at 11:31 AM Fee paid \$5.20 Hazel Taggart Chase, Recorder Salt Lake County, Utah
By George St. Blumh Dep. Book 786 Page 276 Ref. 143-61-1
miss index #4

RESTRICTIVE COVENANTS

WHEREAS, ROBERT W. BREMER and LOIS L. BREMER are the owners of the following described real estate situated in Salt Lake County, State of Utah:

Commencing at a point 11.11 chains South of the North West Corner of Sec. 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 84° 00' East, 385.01 feet; thence South 2° 30' West, 155.5 feet; thence South 83° 30' East, 142.25 feet to the West Line of State Street; thence South 2° 30' West, 60.15 feet; thence North 83° 30' West, 144.31 feet to a point of curvature; thence along a curve to the right of radius 580.44', 58.00', thence South 2° 30' West, 273.44 feet; thence North 76° 00' West, 224.56 feet; thence South 219.61 feet; thence North 72° 07' West, 363.21 feet; thence North 72° 09' West, 572.70 feet; thence North 0° 03' West, 479.53 feet; thence South 83° 45' East, 811.67 feet to the point of beginning.

WHEREAS, the said owners are desirous of creating certain building restrictions and covenants running with the land upon the above described property for the purpose of restricting and governing the use of lots, plots or other parts or portions of the real property hereinabove described.

NOW, THEREFORE, the said owners, ROBERT W. BREMER and LOIS L. BREMER hereby declare and agree that the following restrictions are hereby created and declared to be covenants running with the title and land, and each and every part thereof, and the said owners hereby declare that the aforesaid property described above is to be held, and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

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B. MINIMUM COST, MATERIALS AND WORKMANSHIP. No dwelling shall be permitted on any lot at a cost of less than \$2000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

C. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

D. LOT AREA AND WIDTH. No lot shall be re-subdivided into, nor shall any building be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 7500 square feet.

E. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

F. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

G. FUTURE DEVELOPMENT. The owner of any lot shall not be permitted to build any building, structure, or other improvement on any lot which shall be in violation of any applicable zoning ordinance or other applicable law.

H. WATER SUPPLY. No individual water supply system shall be permitted on any lot. All dwellings shall be connected directly with the Murray City water lines.

I. SEWER DISPOSAL. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this State and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

J. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in these protective covenants.

K. ARCHITECTURAL CONTROL COMMITTEE. MEMBERSHIP. The architectural control committee is composed of Robert W. Brewer, Lois L. Brewer and Frank J. Ebert, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority

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of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

L. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or any event if no suit to enjoin the construction has been commenced prior to the completion hereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

M. GENERAL PROVISIONS.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 7th day of June, A.D. 19 50.

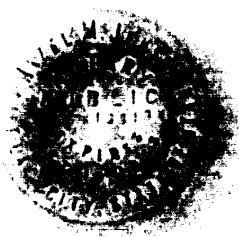
Louis E. Dwyer
Louis E. Dwyer

WITNESS:

STATE OF UTAH
COUNTY OF SALT LAKE

On this _____ day of _____ A.D. 19____ personally appeared
before me _____ and _____
the signers of the foregoing instrument, who duly acknowledged to me that they
executed the same.

Heath J. [Signature]
NOTARY PUBLIC
Residing at Salt Lake City, Utah



My commission expires:
October 10, 1953
(Notarial Seal)