1242908 RESTRICTIONS AND PROTECTIVE COVENANTS for HILLSIDE VIEW SUBDIVISION, Salt Lake County, Utah.

KNOW ALL MEN BY THESE PRESENTS:

That the following restrictions are hereby created and declared to be covenants running with the title and land constituting the said Hillside View Subdivision, and each and every part thereof, and the above referred to is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth.

1. Definition of Terms Used:
That for the purpose of these restrictions the word "street" shall mean any street of whatever name, which is shown on the plat of Hillside View Subdivision, and which has been dedicated to Salt Lake County for the purpose of Public Streets.

The word "Lot" shall mean any lot as platted or any tract of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted and upon which a residence may be erected in accordance with the restrictions hereinafter set forth.

2. Persons Bound By These Restrictions:
The covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the lots in the subdivision shall be taken and held to agree and covenant with the owners of the lots shown on this plat and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of Thirty years from the 23rd day of April, 1951, at which time said covenants shall be automatically extended for successive periods of ten 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.

3. Use of Land:
All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, or permitted to remain on any lot if it exceeds one and one-half stories in height.

4. Committee:
No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved by a neighborhood committee which shall be appointed by the owners of the majority of lots which are subject to the covenants herein set forth; provided, however, that if such committee fails to approve or disapprove such designs and location within 30 days after said plans have been submitted to it or if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion thereof, such approval will not be required. (Note: The manner of appointment of said committee, and its duties and authority, its continuation and the names of its members shall be recorded on a separate instrument. Each owner shall have votes equal to the number of lots owned).

5. Dwelling Set Back and Free Space:
No building shall be located on any residential building plot nearer than thirty feet to the front lot line, nor nearer than ten feet to any side line (both side yard lines must total minimum of 24 feet) excepting that a garage which may be located as near as two feet from side-yard line, unless zoning regulations run to the contrary.

Page #2 Hillside View Subdivision Protective Covenants:

6. Nuisances:
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 an annoyance or nuisance to the neighborhood.

7. Ownership and Occupancy:
No lots shall be sold nor shall any residence be occupied by any person or persons other than the caucasion race, except employees of owners who may dwell in servants quarters.

8. Temporary Residence Prohibited:
No trailer, basement, tent, garage, or other building 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. No basements shall be capped over and used as living quarters.

9. Cost and Size:
No dwelling costing less than $13,000.00 on present market, or having less than One Thousand square feet ground floor area, exclusive of open porches and garages, shall be constructed in the subdivision.

10. Utility Easement:
A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

11. Commercial Area:
The district is not intended to be used for a commercial area, therefore, livestock and fowl will not be permitted in the area, and there shall be no coops, pens, barns, etc. permitted.

12. Violations and Damages:
If the parties hereto or any of them, their heirs, or assigns, shall violate or attempt to violate any of the covenants herein mentioned, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenant and either to prevent him or them from so doing or to recover damages or other dues fro for such violations.

13. Saving Clause:
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.

IN WITNESS WHEREOF, the owners of all of said plotted lots and the tract of real estate herein above mentioned have caused these presents to be executed this 23rd day of April, 1951.

STATE OF UTAH, }
County of Salt Lake, } SS.

Signed: Arthur J Fagg
Elizabeth R. Fagg,
Arnold D White
Erma M. White

On the 26th day of April, 1951, personally appeared before me Arthur J. Fagg and Elizabeth R. Fagg, his wife, and Arnold D. White and Erma M. White, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

[illegible]
NOTARY PUBLIC
Residing at Salt Lake City, Utah
My commission expires July 21, 1954

APR 26 1951

Recorded at Request of Arnwell D. White
2890 Melbourne St.
at 12:30 P.M. Fee paid $ 3.10 Hazel Taggart Chase, Recorder Salt Lake County, Utah
By George D. Belnick, Dep. Book 851 Page 426 Ref.