

1248211

Recorded at Request of.....UNION TRUST CO.

JUN 12 1961

at 12:45 P.M. Fee paid \$44.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah
By George R. Blum Dep. Book 861 Page 408 Ref.

COVENANTS

THESE COVENANTS shall run with the following described land situated in Salt Lake County, State of Utah, and each and every part thereof, which subdivision is described as follows, to-wit:

Commencing at the Northeast corner of Lot 13, Block 32, Ten Acre Plat "A" Big Field Survey, thence South 287.1 feet; thence West 572.17 feet, thence North 58.5 feet; thence East 14 feet; thence North 58.5 feet; thence West 186 feet; thence North 170.1 feet; thence East 744.79 feet to the place of beginning.

These Covenants shall be binding on all parties and all persons claiming under them until May 1, 1976, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change, modify or rescind said Covenants in whole or in part.

If the parties hereto, or any of them, or their successors, 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 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 for so doing or to recover damages for such violation.

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.

No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one and two family dwellings and not more than a two-car garage.

No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications, and lot

Plan showing the location of such building have been approved in writing as to conformity and harmony of external design and existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Alex G. Adamson, J. Grant Taylor and Lud A. Olsen, or by a representative designated by a majority of the members of said committee. The remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such 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. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after February 1, 1976. Thereafter, the approval described in this Covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

No building shall be located on any residential building lot nearer than twenty-five (25) feet to the front lot line, nor nearer than eighteen (18) feet to any side street line.

No residential structure shall be erected or placed on any building lot which lot has an area of less than 5500 square feet or a width of less than fifty (50) feet at the front building setback line.

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 any annoyance or nuisance to the neighborhood.

The minimum distance between dwellings shall be 16 feet.

No trailer, basement, tent, shack, garage, barn, or other out-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.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet in the case of a one story structure nor less than 750 square feet in case of a one and one-half or two story structure.

Easements for the construction, operation and maintenance of utilities shall be reserved over the rear five feet of each and every building lot.

IN WITNESS WHEREOF, the owners of the property first described have this 25th day of April, 1951 caused these presents to be executed.

Glen Lester Colledge
Glen Lester Colledge

Lud A. Olsen
Lud A. Olsen

Jane Mary Colledge
Jane Mary Colledge

Nancy Olsen
Nancy Olsen

Glen A. Stoker
Glen A. Stoker

Alex G. Adamson
Alex G. Adamson

Alice A. Stoker
Alice A. Stoker

Eva June Adamson
Eva June Adamson

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 25th day of April, A.D. 1951, personally appeared before me, GLEN LESTER COLLEDGE and JANE MARY COLLEDGE, his wife; GLEN A. STOKER and ALICE A. STOKER, his wife; LUD A. OLSEN and NANCY OLSEN, his wife; ALEX G. ADAMSON and EVA JUNE ADAMSON, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:



[Signature]
Notary Public, residing at
Salt Lake City, Utah.