

1258691

Recorded at Request of TAYLOR GARDNER Co. SEP 18 1951
at 10:50 A M Fee paid \$ 2.60 115 East 18 South
Hazel Taggart Chase, Recorder Salt Lake County, Utah
By L.M. A. Gumbel, Dep. Book 880 Page 641 Ref. _____

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Grant E. Hayes and Lena B. Hayes, his wife, and Lawrence H. Stratford and Ella Stratford, his wife, being the owners of all the lots in HAYES SUBDIVISION, according to the official plat thereof filed in the office of the County Recorder of Salt Lake County, State of Utah, on August 23, 1951, in order to further the general plan for improvement of said subdivision and making and maintaining the subdivision as a desirable residential area, do hereby declare that all of the lots in the said Hayes Subdivision with the exception of Lots 12, 13 and 14, of said subdivision, are held and shall be conveyed subject to the reservations, restrictions, covenants, and declarations hereinafter set forth, to-wit:

1. Each and every lot ^{Except lots 12, 13 and 14} above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any of said "Residential Lots" other than one detached, single-family dwelling not to exceed one story in height.
2. No building shall be located on any residential building plot nearer than 35 feet from the front lot line, ~~with the exception of lots 12, 13 and 14~~ nor nearer than 15 feet to any side street line; no building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet from any side lot line.
3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9000 square feet or a width of less than 75 feet at the front building setback line. ~~with the exception of lots 12, 13 and 14~~
4. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1400 square feet.
5. No fence shall be erected on any residential lot which shall extend beyond the front line of the building erected on said lot.
6. 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. No trailer, basement, tent, shack, garage, barn, or other out-building

erected in the subdivision 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.

8. An easement is hereby reserved over the rear 5 feet of each lot of said subdivision, with the exception of Lot 1 thereof, for utility installation and maintenance.

9. No person or persons of any race or nationality other than the caucasian race shall use or occupy any dwelling on the premises, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

10. No structure shall be moved onto any residential lot hereinbefore described or any part thereof.

11. These covenants shall run with the land and shall be binding on all persons claiming under them until January 1, 1976, at which time said covenants and restrictions shall be automatically extended for a successive period 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.

12. If the parties hereto, or any of them, or their heirs, assigns, grantees, or successors in interest, 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 from so doing or to recover damages or other dues for such violation.

13. Invalidation of any one of these covenants by judgment of court shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this

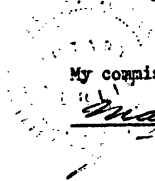
17 day of September, 1951.

Signed in the presence of

Charles M. [Signature]
Lawrence A. Stratford
Ella Stratford

STATE OF UTAH,)
 : ss.
County of Salt Lake,)

On the 17 day of September, 1951, personally before me Grant E. Hayes and Lena D. Hayes, his wife, Lawrence H. Stratford and Ella Stratford, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



My commission expires:
May 17, 1955

Grant E. Hayes
Notary Public

Residing at Salt Lake City, Utah

Platted

Indexed

Grantor _____

Grantee _____

Photo

Abstract

Notes _____