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RECORDED & INDEXED
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George B. Blumh
 Samuel Baird and
 Mirla M. Baird, his wife

Samuel Baird
 David Torgatt Chase, Recorder Salt Lake County, Utah
 Book 888 Page 193 Ref
 4149 Cumberland Road
 PROTECTIVE COVENANTS

-to-

Whom it may concern.

WHEREAS, Samuel Baird and Mirla M. Baird of Salt Lake City, Utah, are the owners of the following described property situate in Salt Lake County, State of Utah, to-wit:

All of THE BAIRD SUBDIVISION, a subdivision, as recorded in the office of the County Recorder of Salt Lake County, State of Utah.

WHEREAS, Samuel Baird and Mirla M. Baird, as the owners of the real estate herein described, desire to place restrictions against the title to said real estate:

NOW THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and should be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

1. PERSONS BOUND BY THESE RESTRICTIONS. That 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 land hereinbefore described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their 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 from date hereof to October 22, 1976, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part, provided: that the owners of three-fourths of the property may release any or all of the land hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying with particularity the restriction or restrictions released and by filing said agreement with the office

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of the Salt Lake County Recorder, at any time after October 22, 1976. Provided further, that a release of restrictions may be made in accordance with the foregoing provisions at any time after October 22, 1966, if all of the then owners of said property join in said agreement.

2. USE OF LAND: BUILDING SIZE RESTRICTION. That none of said land or fraction thereof shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof intended for residential purposes shall be designed or erected thereon. Any residence erected or maintained thereon shall be designed for occupancy of not more than one family and shall be a detached single family dwelling and a private garage; and the ground floor square foot area of the main structure, exclusive of one story open porches and garages, if the residence is one story, shall not be less than 1200 square feet for lots Nos. 3,4,5,6,7,8,9,10, and 1000 square feet for lots Nos. 1, 2,11, and 12. If the residence is higher than one story there shall not be less than 950 square feet on the ground floor exclusive of the porches and garages heretofore mentioned, provided that should the time come when a residence meeting the minimum area requirements and all other requirements contained in these restrictions and which will conform to the general quality of the homes previously constructed, approval to build such residence may be granted by Sammel Baird upon written application to him or his successor in interest, and if he or his successor is unable to act, said application shall be submitted to the committee designed and acting in accordance with the provisions of paragraph 7. Such approval must be given in writing. No barn, coop, shed, sty or building of any other type shall be constructed for the purpose of housing pigs, cows, horses or poultry and none of the foregoing shall be kept or housed on the aforesaid property.

3. DWELLING SET BACK AND FREE SPACE. No building shall be erected nearer than 35 feet to the front line of the individual building lot, nor shall any building be built closer than 8 feet to the nearest property line.

4. TEMPORARY RESIDENCES PROHIBITED. 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 residence of a temporary character be permitted.

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5. NUISANCES. No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which is or may become any annoyance or nuisance to the neighborhood.

6. BILLBOARDS AND ADVERTISING PROHIBITED. No billboards, advertising boards or posting displays will be permitted to be constructed or maintained upon any property within this tract.

7. REVIEW OF PLANS AND SPECIFICATIONS. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and a plot plan showing the location of such building, have been approved in writing as to the conformity and harmony of external design with the existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by Samuel Baird, or his successor in interest, however, if Samuel Baird is unable to act. On all lots should Samuel Baird or his successor be unable to act for any reason, a committee of three members may be chosen from the then property owners by a two-thirds vote for each member so chosen in the same manner as the original membership. 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 Samuel Baird, his successor nor the members of the committee shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of Samuel Baird, his successor or the members of the committee, shall cease on and after October 22, 1966. Thereafter the approval described in the covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then owners of the majority of the lots in this subdivision and duly recorded, appointing a committee, who shall thereafter exercise the same powers exercised by Samuel Baird, his successor or the committee.

8. VIOLATION AND DAMAGES. If the parties hereto, or any of them or their heirs, or assigns shall violate or attempt to violate any of the covenants or restrictions herein, before October 22, 1976, or so long after as these restrictions and covenants remain in force and effect, Samuel Baird and/or the then property owners

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Protective Covenants (Continued)

(4)

individually or collectively shall have the right to sue for and obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

9. UTILITY EASEMENT. An Easement is reserved over the rear five feet of each lot for the installation and maintenance of the utilities servicing said property.

10. SAVING CLAUSE. Invalidation of any one of these covenants by judgment or court order shall in nowise effect the validity of any of the other provisions not declared invalid and such other provisions shall remain in full force and effect.

SIGNED

Samuel Baird
Mirila M. Baird

STATE OF UTAH

COUNTY OF SALT LAKE

On the 23rd day of October A.D. 1951,
personally appeared before me SAMUEL BAIRD AND
MIRILA M. BAIRD, HIS WIFE, the signers of the within
instrument who duly acknowledged to me that they
executed the same.

Marlow R. Peacock
Notary Public

My Commission Expires:

Nov 27, 1952

Residing at SALT LAKE CITY, UTAH