

1285843

COVENANTS IMPOSING RESTRICTIONS UPON THE REAL ESTATE  
HEREINAFTER DESCRIBED:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, John M. Neff and Carol S. Neff, his wife, of Salt Lake City, Salt Lake County, State of Utah, and John Edgar Osguthorpe and Doris Clarke Osguthorpe, his wife, of Fairbanks, Territory of Alaska, the owners of a certain tract of land situate in Salt Lake County, State of Utah, and described as follows: to wit:

Nerecreek Chase Addition No. 2, a Subdivision, a part of the Northwest Quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

Whereas, we have divided said land into building lots.

NOW, THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of the lots hereinabove described, we John M. Neff and Carol S. Neff, his wife, and John Edgar Osguthorpe and Doris Clarke Osguthorpe, his wife, hereby covenant and agree with all persons who may become owners of lots hereinabove described, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of said lots which shall be held by them and when sold and conveyed shall be owned, held and enjoyed by all persons who may become the owners thereof, and each of them and their and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants running with the land and binding upon each and every owner thereof.

No race or nationality, other than those for whom the premises are intended, namely American Citizens of the Caucasian Race, shall use, own or occupy any lot hereinabove described, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality, employed by the owner of said property.

The above described property shall be known as a residential district and all lots within the boundaries of the same shall be known and designated as "residential.

No structure shall be erected wholly or in part on said lots, other than a one-story, one and one-half story or a two-story single family or two family dwelling having an area of not less than 1000 square feet of floor space, exclusive of basement requirements.

No stable, barn or chicken coop shall be constructed or placed upon lots 8 and 9, and no stable, barn or chicken coop shall be constructed or placed upon all other lots of said subdivision which shall exceed 400 square feet in area, and set not closer than 100 feet from front lot line and 10 feet from side lot lines.

No fur bearing animals except chinchilla shall be kept on said premises.

No basement houses, nor temporary dwellings, shall be permitted at any time. No buildings shall be moved onto any lot.

These covenants and restrictions are to run with the land and shall be binding with all the parties and persons claiming ownership under them until the 1st day of April 2002, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

The invalidation of any of these covenants by injunction or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

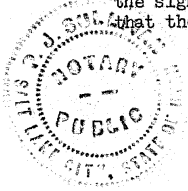
IN WITNESS WHEREOF, we, John M. Neff and Carol S. Neff, his wife, and John Edgar Osguthorpe and Doris Clarke Osguthorpe, his wife, the owners of the real property hereinbefore described, has caused these presents and this instrument to be executed this 5th day of May A.D. 1952.

John M. Neff  
Carol S. Neff

x John Edgar Osguthorpe  
x Doris Clarke Osguthorpe

STATE OF UTAH ) s.s.  
COUNTY OF SALT LAKE )

On the 5<sup>th</sup> day of May A.D. 1952 personally appeared before me, John M. Neff and Carol S. Neff, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



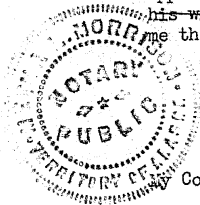
P. J. Sullivan  
Notary Public  
Residing in Salt Lake City, Utah

My Commission Expires:

April 15, 1956

TERRITORY OF ALASKA ) s.s.

On the 5<sup>th</sup> day of May A.D. 1952 personally appeared before me, John Edgar Osguthorpe and Doris Clarke Osguthorpe, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



M. L. Morrison  
Notary Public  
Residing at Fairbanks, Alaska

My Commission Expires:

April 11, 1956

STATE OF CONNECTICUT ) s.s.  
COUNTY OF FAIRFIELD )

On the 9<sup>th</sup> day of May A.D. 1952 personally appeared before me, Doris Clarke Osguthorpe, the signed of the within instrument, who duly acknowledges to me that she executed the same.

Clark E. Talbot  
Notary Public

Residing at 41 Palmer St  
Springdale, Conn.

My Commission Expires:

Recorded MAY 14 1952 at 12:43 P.m.  
Request of McGHEE ABSTRACT & TITLE CO.  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 2.60 By H. M. Adams Deputy  
Book 928 Page 473 Ref. \_\_\_\_\_