

130114C

RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT, WHEREAS, the undersigned, VERION SMART and CORAL P. SMART, his wife; CECIL HAROLD SMART and VENNA G. SMART, his wife; GRANT L. SMART and MELVA P. SMART, his wife; and ROWLAND W. SMART, unmarried, are the owners of EAST OLYMPUS HEIGHTS, a subdivision situated in Salt Lake County, State of Utah, and they desire and intend to sell and convey the same to purchasers for the purposes herein contemplated, and in order to restrict the use of said property and thereby enhance the value thereof, they hereby agree with all who shall purchase said property or any part thereof, that in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects, to wit:

USE OF LAND: Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private, single family residence purposes, and no flat or apartment house intended for residence purposes shall be erected thereon, and no structure shall be erected or placed on any of said lots other than a one, two or three car garage, and one single family dwelling. This shall not be construed to prevent the erection of one single family dwelling and a one, two or three car garage on two or more contiguous lots, and in such event, the two or more contiguous lots shall be considered as one lot and the side lot lines contained within such property so considered as one lot shall not be considered as side lot lines for the purposes of this agreement.

SET BACK OF RESIDENCES FROM FRONT AND SIDE LOT LINES: No building shall be hereafter erected on any of said lots nearer than 25 feet to the front lot line, nor nearer than 8 feet to any side lot line. The side line restriction shall

not apply to a garage located 60 feet or more from the front lot line, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.

**SUBDIVIDING OF LOTS:** No lot may be re-divided or sold in pieces other than as shown on the official plat, for the purpose of constructing additional dwellings thereon.

**NO TRADE OR BUSINESS PERMITTED:** No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED:** No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot in the subdivision which shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

**RESTRICTIONS TO ANIMALS AND FOWLS:** No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said subdivision except such dogs, cats and birds as are kept as household pets.

**RESERVATION OR EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE:** The right is hereby reserved in the undersigned owners, their successors or assigns, to grant easements from time to time for the installation and maintenance of utility services under and beneath the surface of said lots, and said lots are subject to a utility easement as shown on the plat of East Olympus Heights, recorded in the Salt Lake County Recorder's office.

**RESTRICTIONS TO CAPACITY:** No dwelling shall be permitted on any lot in which the main floor area of the structure, exclusive of open porches, windways and garages, is less than 1250 square feet, and no structure shall be moved onto any residential lot in said plat. Nor shall the finished outside walls of any residential structure be constructed of cinder blocks larger than 4 inches by 4 inches by 16 inches.

**RIGHT TO ENFORCE:** The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns until January 1, 1972, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches, committed during its, his, her or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages, and the failure of the undersigned, or owner or owners of any of the lots in this subdivision to enforce any of the restrictions therein set forth at the time of its violation shall, in no event be deemed a waiver of the right to do so thereafter.

**INVALIDATION:** The invalidation of any of the restrictions herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

And the said undersigned owners hereby declare and certify that all of the lots shown on said plat are held by them and shall be conveyed by them subject to the reservations, restrictions, covenants, and declarations hereinabove set forth, and all persons and corporations who own or shall hereafter acquire any interest in any of said lots in said subdivision shall be taken and held to agree and covenant with other owners of the lots shown on said plat and with their heirs, successors and assigns, to conform to and observe the same.

The undersigned owners may by appropriate assignment, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by them.

DATED at Salt Lake City, Utah this 18th day of September, 1952.

Verion Smart  
Verion Smart

Coral P. Smart  
Coral P. Smart

Cecil Harold Smart  
Cecil Harold Smart

Venna G. Smart  
Venna G. Smart

Grant L. Smart  
Grant L. Smart

Melva P. Smart  
Melva P. Smart

Rowland W. Smart  
Rowland W. Smart

STATE OF UTAH                    )  
  ) ss  
COUNTY OF SALT LAKE        )

On the 18 day of September, 1952, personally appeared before me VERION SMART and CORAL P. SMART, his wife; CECIL HAROLD SMART and VENNA G. SMART, his wife; GRANT L. SMART and MELVA P. SMART, his wife; and ROWLAND W. SMART, unmarried, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Cadron Burtin  
Notary Public  
Residing at Salt Lake City, Utah



Filed **SEP 24 1952** at 10:48 a. m.  
Request of MOORE ABSTRACT & TITLE CO.  
By Hazel Taggart Chase,  
Secretary, Salt Lake County, Utah  
By W. M. Clark Deputy  
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