

1373292

[Handwritten signature]

Recorded MAY 21 1954 at 10:12 a.m.
Request of Baddis L.N.V. Co
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
By [Signature] Deputy
Book 1089 Page 365 Ref. 337 So. Main St.

RESTRICTIVE COVENANTS

WHEREAS, RUTH C. RAWLINGS and MYRTLE L. BLACK are the owners of the following described real estate situate in Salt Lake County, State of Utah:

Beginning at the NE Corner of Lot 6, Block 18, Ten acre Plat "A", B.F.S., and running thence South 0°15'41" West 262.505 ft. to the North line of Penney Ave.; thence S. 89°57'48" West 374.048 ft.; thence N. 58°58' W. 151.281 ft.; thence N. 0° 07' E. 184.35 ft.; thence N. 89° 57' 16" E. 213.683 ft.; thence N. 7° 52' 30" W. 160.272 ft.; thence N. 89°55'38" E. 313.50 ft.; thence S. 0° 15' 41" West 158.93 ft. to point of beginning. Also beginning at a point S. 0° 15' 41" W. 312.005 ft. from the NE Corner of Lot 6, Block 18, Ten Acre Plat "A", B. F. S., and running thence S 0° 15' 41" West 212.767 ft.; thence N. 52° 09' West 272.142 ft.; thence N. 58° 58' West 88.436 ft.; thence N. 89° 57' 48" E. 291.638 ft. to point of beginning.

The above described property being Penney Avenue Subdivision; and

WHEREAS, the said owners are desirous of creating certain building restrictions and covenants running with the land upon the above described property for the purpose of restricting and governing the use of lots, plots or other parts or portions of the real property hereinabove described.

NOW, THEREFORE, the said owners, RUTH L. RAWLINGS and MYRTLE L. BLACK, hereby declare and agree that the following restrictions are hereby created and declared to be covenants running with the title and land, and each and every part thereof, and the said owners hereby declare that the aforesaid property described above is to be held, and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height

Except that barn or coop may be erected on rear of Lots 1, 2, 3, 4, 16, 17 and 18, said buildings to be at least 125 ft. from front line of said lots.
and a private garage for not more than two cars.

B. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$6,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one and one-half story dwelling, nor less than 700 square feet for a dwelling of more than one story.

C. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front property line, or nearer than 20 feet to any side street line, and the location of said building shall further comply with all county building regulations pertaining thereto.

D. STORES OR COMMERCIAL BUILDINGS. No stores or commercial buildings shall be constructed in said Penney Avenue Sub-division.

E. EASEMENTS. Easements for installation and maintenance of utilities, draining facilities, including the right of other owners in the subdivision to connect to artesian wells existing or drilled on the property are hereby reserved and purchasers of lots agree to maintain their own pipe lines to said wells.

F. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon

which may be or may become an annoyance or nuisance to the neighborhood.

G. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

H. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

I. SEWAGE DISPOSAL. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

J. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in these protective covenants.

K. ARCHITECTURAL CONTROL COMMITTEE. MEMBERSHIP. The architectural control committee is composed of Ruth C. Rawlings and Myrtle C. Black, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

L. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

M. GENERAL PROVISIONS.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

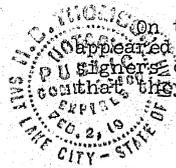
SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 20th day of May, A. D. 1950.

Ruth C. Rawlings
RUTH C. RAWLINGS

Myrtle C. Black
MYRTLE C. BLACK

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.



On this 21 day of May, A. D. 1950, personally appeared before me RUTH C. RAWLINGS AND MYRTLE C. BLACK, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

H. B. Hansen
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My commission expires:
Feb. 2, 1956
(Notarial Seal)