

1422951

Recorded **APR 25 1955** at **12:31 P.M.**  
Request of Family Homes Realty  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 3.10 By W. M. Menden Deputy  
Book 1189 Page 350 Ref.

COVENANTS IMPOSING RESTRICTIONS UPON THE REAL ESTATE

1446 East 33rd St.

HEREINAFTER DESCRIBED:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Ray D. Free and Louise W. Free, his wife, of Salt Lake City, Salt Lake County, State of Utah, the owners of a certain tract of land situated in Salt Lake County, State of Utah, and described as follows, to-wit:

Beginning at a point on line with an old fence North 1547.88 feet and East 1293.70 feet from the S.W. corner of Section 13, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 302.68 feet; thence North 1°30' East, 594.01 feet; thence North 88°30' West, 171.15 feet; thence South 1°30' West 37.0 feet; thence North 88°30' West, 134.76 feet to an old fence line; thence South 1°10' West 564.94 feet along said fence to the point of beginning.

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, Ray D. Free and Louise W. Free, 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 the thereof.

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, a one and one-half story or a two-story single family dwelling, costing not less than \$5,000.00 or having an area of not less than 875 square feet of floor space, exclusive of basement requirements.

No stable, barn or chicken coop shall be constructed or placed upon lots of the said sub-division which shall exceed 400 square feet in area, and set not closer than 100 feet from front lot line and not less than 10 feet from side or rear lot lines.

No fur-bearing animals in commercial numbers shall be kept on said premises, and fur-bearing animals shall be described as follows: Fox, Mink, Chinchilla, Pine Marten, Coyotes, Skunk, Alaskan Lamb, Mouton Lamb, Muskrats, and Rabbits.

All buildings constructed on said property shall comply with all plumbing, electrical and building requirements, as set forth in the ordinances of Murray City.

No building shall be located on any part or parcel of the above described property nearer than 30 feet to the front line of said lot or parcel of ground.

No basement houses, nor temporary dwellings, shall be permitted at any time.

Home occupations or the office of a physician, dentist, or music teacher may be carried on within the residence, provided that there be no alteration in the residential character of the premises; that when carried on within the dwelling not more than 25% of the ground floor of the dwelling shall be used.

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 May, 1995, 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 affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, We, Ray D. Free and Louise W. Free, his wife, the owners of the real property hereinbefore described, has caused these presents and this instrument to be executed this 22 day of April 1955.

Ray D. Free  
Louise W. Free

STATE OF UTAH            )  
                              : ss.  
COUNTY OF SALT LAKE )

On the 23rd day of April A.D., 1955, personally appeared before me, Ray D. Free and Louise W. Free, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



My Commission expires:

March 1, 1957

Robert Lindo  
Notary Public  
Residing at Salt Lake City, Utah