

1424505

PROTECTIVE COVENANTS AND RESTRICTIONS

OF

LAKEWOOD SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ARCON CORPORATION, a corporation of Utah, and BARCON CORPORATION, a corporation of Utah have heretofore caused to be surveyed, platted and subdivided into lots and streets the following described real property located in Salt Lake County, State of Utah, to wit:

Beginning at a point which is North 2.13 feet and West 3.39 feet from the North  $\frac{1}{4}$  corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89° 32' 30" West 269.42 feet; thence West 1333.40 feet; thence South 19° 26' East 287.37 feet; thence South 70° 34' West 130.00 feet; thence South 19° 26' East 1112.03 feet to the center line of 5600 South St; thence North 89° 56' 25" East 500.70 feet along said center line; thence North 1° 16' East 499.65 feet; thence South 89° 52' East 451.00 feet; thence South 1° 00' West 498.09 feet to the center line of 5600 South St.; thence North 89° 56' 25" East 318.69 feet along said center line; thence North 836.60 feet; thence North 10° 40' West 106.53 feet; thence North 40° 20' West 85.59 feet; thence North  $\frac{1}{4}$  East 195.00 to a point on a 240.0 ft. radius reverse curve to the right the center of which is North  $\frac{1}{4}$  East 240.0 feet; thence Northwesterly 192.68 feet along the arc of said curve; thence North 40.00 feet to the point of beginning.

That the Subdivision so platted is designated and known as "LAKEWOOD SUBDIVISION"; that the plat thereof was accepted by the Board of Commissioners of Salt Lake County on *May 2*, 1955 and has been recorded in the Office of the County Recorder of Salt Lake County, ~~Utah in book of Plats at Page~~ on the *3rd* day of *May*, 1955.

That the undersigned ARCON CORPORATION and BARCON CORPORATION are the owners of all of the land located in said subdivision except the portion thereof dedicated as public streets.

NOW, THEREFORE, all of the lots shown on the plat of "LAKEWOOD SUBDIVISION" are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons or corporations who hereafter own or have an interest in any lot in said subdivision shall take and hold the same subject to the agreement and covenants with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty-five (25) years from the 1st day of April, 1955; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for

successive periods of twenty-five (25) years each; provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this subdivision may release all of the lands hereby restricted from any and all said restrictions and covenants at the end of the first twenty-five (25) year period, or of any successive twenty-five (25) year period, by executing an appropriate agreement in writing for such purpose and filing it, for record, in the Office of the County Recorder of Salt Lake County, Utah, at least five (5) years prior to the expiration of any twenty-five (25) year period.

USE OF LAND:

All of the Lots shall be used only for private single family dwellings of not to exceed two (2) stories in height and a private garage for not more than two (2) cars. No flat or apartment house shall be erected thereon. No animals or fowl shall be housed, maintained or kept on any of the lots, except household pets.

SET BACK OF IMPROVEMENTS AND APPURTENANCES:

No building shall be erected on any of said lots nearer than twenty (20) feet to the front lot line, nor nearer than eight (8) feet to any side line. The side line restrictions shall not apply to a garage located on the rear one-quarter of any lot, except that on corner lots no structure shall be permitted nearer than twenty (20) feet to the side street line.

NO TRADE OR BUSINESS PERMITTED:

No trade or business of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, garage, barn, or other out-building shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon.

PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED:

No building shall be placed or erected on any lot until the design and location have been approved, in writing, by a committee appointed by a majority of the owners of the lots in the subdivision. Each lot shall

have one vote. The undersigned hereby agrees to appoint the original committee within thirty (30) days from date. In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision.

BUILDINGS PERMITTED:

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand (1000) square feet, in the case of one story single family dwellings, and not less than seven hundred (700) square feet in the case of one and a half or two story single family structures.

LOT REQUIRED FOR BUILDING:

No lot shall be divided or changed in size or area without the approval of the Subdivision Building Committee but in no event shall changes be made to create more building sites than the number on the original plat filed with the Salt Lake County Recorder, nor shall any residential structure be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet or a width of less than sixty-five (65) feet at the front building set back line.

EASEMENT FOR UTILITIES:

An easement is reserved over the rear five (5) feet of each lot, and as otherwise indicated on recorded Plat, for utility installation and maintenance.

RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns 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 person, persons or corporation, except in respect of breaches committed during its, his, 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, ARCON CORPORATION and BARCON CORPORATION, or the owner or owners of any of the lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed a waiver of the right to do so thereafter.

INVALIDATION OF RESTRICTIONS:

The invalidation of any restriction herein contained, by judgement or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said ARCON CORPORATION and said BARCON CORPORATION have caused these presents to be executed this *3rd* day of *May*, 1955, by their duly authorized officers with their corporate seals affixed.

Attest:

*Kenneth D. Anderson*  
Secretary

ARCON CORPORATION

*Leo L. Capson*  
President

*Leo R. Capson*  
Secretary

BARCON CORPORATION

*M.A. Shaw*  
President

STATE OF UTAH )  
COUNTY OF SALE LAKE )

On the *3rd* day of *May*, A.D., 1955, personally appeared before me, LEO L. CAPSON and KENNETH D. ANDERSON, who being duly sworn did say that they are the President and Secretary, respectively, of ARCON CORPORATION, a corporation of Utah, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said LEO L. CAPSON and KENNETH D. ANDERSON, acknowledge to me that said corporation executed the same.

My commission expires:



*Wm. J. Jensen*  
NOTARY PUBLIC

Residing in Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 3rd day of May, A.D., 1955, personally appeared before me, M.A. SHAW and LEO R. CAPSON, who being duly sworn did say that they are the President and Secretary, respectively, of BARGON CORPORATION, a corporation of Utah, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said M.A. SHAW and LEO R. CAPSON, acknowledge to me that said corporation executed the same.

My commission expires:



M.A. Shaw  
NOTARY PUBLIC

Residing in Salt Lake City, Utah

Recorded MAY 3 1955 at 3:15 P. m.  
Request of M. P. WAKIN, Trustee  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 4.60 By A. Anderson Deputy  
Book 1192 Page 597 Ref.