

1432335

2523 Redondo Ave.
Recorded JUN 20 1955 at 12:35 p.
Request of Robert L. McMullin
Fee Paid. Hazel Taggart Chase.
Recorder, Salt Lake County, Utah
\$4.30 By J. J. [Signature] Deputy
Book 1209 Page 262, Ref.

COVENANTS IMPOSING RESTRICTIONS UPON THE REAL ESTATE

HEREINAFTER DESCRIBED:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned James F. Olson and Mary P. Olson, his wife; Selma O. Malmstrom, a married woman; Robert L. McMullin and Phyllis B. McMullin, his wife, of Salt Lake City, Salt Lake County, State of Utah, the owners of a certain tract of land situate in Salt Lake County, State of Utah, and described as follows, to-wit:

Selma Subdivision, a subdivision, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County.

WHEREAS, said land has been divided 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, James F. Olson and Mary P. Olson, his wife; Selma O. Malmstrom, a married woman; Robert L. McMullin and Phyllis B. McMullin, 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.

1. All lots in the above described tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single or two-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Robert L. McMullin, Phyllis B. McMullin, Selma O. Malmstrom of Salt Lake County, State of Utah, or by a representative designated by the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specification have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 1975. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereof, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 8 feet to any lot line; except that on corner building plots, no building shall be located nearer than 30 feet to the front lot line or nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than one foot to any side lot line. As an exception, Lot 1 of said Selma Subdivision shall have a minimum side yard of 7 feet, and the total width of the two required side yards shall be not less than sixteen (16) feet.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than ~~6,000~~ ⁵⁰ square feet or a width of less than 50 feet at the front building setback line.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than ~~950~~ square feet.

8. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance, as shown upon the recorded plat of said Selma Subdivision.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under then until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

10. If the parties hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. 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, we James F. Olson and Mary P. Olson, his wife; Selma O. Malmstrom, a married woman; Robert L. McMullin and Phyllis B. McMullin, his wife, the owners of the real property hereinbefore described, have caused these presents and this instrument to be executed this 8th day of March, 1955.

Selma O. Malmstrom

James F. Olson

Mary P. Olson

Robert L. McMullin

Phyllis B. McMullin

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 8th day of March A. D. 1955, personally appeared before me, JAMES F. OLSON and MARY P. OLSON, his wife; SELMA O. MALMSTROM, a married woman; ROBERT L. McMULLIN and PHYLLIS B. McMULLIN, his wife the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires March 16, 1958

March 16, 1958

Donald A. Wall
Notary Public, Salt Lake City, Utah

FIRST COPY OF ORIGINAL NOTE
INSTALLMENT NOTE

Form S-454 2-55-10M

\$ 3,720.20

Date June 10, 1955

For value received, I/we, Bennie W. & Geraldine G. Williams, jointly and severally,

promise to pay to the order of The Texas Company, at Butte, Montana

the sum of Three Thousand Seven Hundred Twenty and 20/100 (Division Office Address) dollars,

representing \$ 3,500.00 principal amount, plus a service charge of \$ 220.20 which is computed with an interest factor of 4%. Said sum shall be paid in monthly installments of not less than 103.33

beginning July 1, 1955, and on or before the first day of every month thereafter

for 36 months, with a final payment of \$ 103.65 not later than June 1, 1958.

Upon default in payment of any one of said installments, which default shall extend over a period of more than ten (10) days, then all subsequent installments on this note shall, at the option of The Texas Company, at once become due and payable without demand or notice, demand and notice being hereby expressly waived.

The makers, endorsers, and guarantors of this note severally waive grace, protest, notice and presentment for payment and agree that if proceedings are commenced to collect this note by process of law, ten percent (10%) of the amount of this note remaining unpaid shall be added to the same as collection fees.

B. R. Rosendale
WITNESS

[Signature]
WITNESS

SIGNED: Bennie W. Williams
Geraldine G. Williams

SIGNED: GERALDINE G. WILLIAMS

Address 402 EAST 2ND SOUTH
(Street and No.)
SALT LAKE CITY, UTAH
(Town or City and State)

<u>PAYMENTS DUE</u>	<u>AMOUNT</u>	<u>SERVICE CHARGES</u>	<u>PRINCIPAL</u>	<u>BALANCE OF LOAN</u>
7-1-55	103.33	11.66	91.67	\$ 3,408.33
8-1-55	103.33	11.38	91.95	3,316.38
9-1-55	103.33	11.06	92.27	3,224.11
10-1-55	103.33	10.75	92.58	3,131.53
11-1-55	103.33	10.43	92.90	3,038.63
12-1-55	103.33	10.12	93.21	2,945.42
1-1-56	103.33	9.84	93.49	2,851.93
2-1-56	103.33	9.52	93.81	2,758.12
3-1-56	103.33	9.21	94.12	2,664.00
4-1-56	103.33	8.89	94.44	2,569.56
5-1-56	103.33	8.58	94.75	2,474.81
6-1-56	103.33	8.26	95.07	2,379.74
7-1-56	103.33	7.95	95.38	2,284.36
8-1-56	103.33	7.63	95.70	2,188.66
9-1-56	103.33	7.28	96.05	2,092.61
10-1-56	103.33	6.97	96.36	1,996.25
11-1-56	103.33	6.65	96.68	1,899.57
12-1-56	103.33	6.34	96.99	1,802.58
1-1-57	103.33	6.02	97.31	1,705.27
2-1-57	103.33	5.67	97.66	1,607.61
3-1-57	103.33	5.36	97.97	1,509.64
4-1-57	103.33	5.04	98.29	1,411.35
5-1-57	103.33	4.69	98.64	1,312.71
6-1-57	103.33	4.38	98.95	1,213.76
7-1-57	103.33	4.06	99.27	1,114.49
8-1-57	103.33	3.71	99.62	1,014.87
9-1-57	103.33	3.40	99.93	914.94
10-1-57	103.33	3.05	100.28	814.66
11-1-57	103.33	2.73	100.60	714.06
12-1-57	103.33	2.38	100.95	613.11
1-1-58	103.33	2.03	101.30	511.81
2-1-58	103.33	1.72	101.61	410.20
3-1-58	103.33	1.37	101.96	308.24
4-1-58	103.33	1.02	102.31	205.93
5-1-58	103.33	.70	102.63	103.30
6-1-58 Final	103.65	.35	103.30	-