

1668004

BOOK 1636 PAGE 543

RESTRICTIVE AGREEMENT

NORTHCREST MANOR, INC., a Corporation,

-to-

WHOM IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS:

Recorded AUG 3 1959 at 2:04 P. M.  
Request of A. E. LAKIN, Trustee  
Fee Paid. Nellie M. Jack,  
\* Recorder, Salt Lake County, Utah  
\$ 3.00 By Wm. F. Meany Deputy  
Ref. \_\_\_\_\_

THAT, WHEREAS, NORTHCREST MANOR, INC., is the owner of Northcrest Subdivision, Plat "E", situated in Salt Lake County, State of Utah, and it desires and intends 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, it hereby agrees 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 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 not exceeding one story in height, and one single family dwelling not to exceed one story in height; except, that on those lots where the finished ground elevation is at least one story lower on one side of the dwelling than on the opposite side, the dwelling may extend two stories above the finished ground elevation on such lower surface.

SET BACK OF RESIDENCES FROM FRONT AND SIDE LOT LINES: No residence shall be erected on any of said lots nearer than 10 feet to the front lot line, and no garage shall be erected on any of said lots nearer than 20 feet to the front lot line. No building shall be erected on any of the lots within the said subdivision 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.

SUBDIVISING OF LOTS: No lot may be redivided 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: That 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 OF EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE: The right is hereby reserved in Northcrest, Inc., a corporation, its successors or assigns, to grant easements from time to time for the installation and maintenance of utility services above and beneath the surface along the rear and side lot lines of the lots within said subdivision and extending 5 feet in width on either side of said lot lines.

RESTRICTIONS TO CAPACITY: No dwelling shall be permitted on any lot in which the area of the main floor measured and computed along the outside walls surrounding such area (exclusive of open porches, windways and garages) is less than 1,450 square feet, and no structure shall be moved onto any residential lot in said plat.

RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns, until the 1st day of May, 1975, on which date they shall terminate and end, 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, Northcrest Manor, Inc., 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 to 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 Northcrest Manor, Inc., hereby declares and certifies that all of the lots shown on said plat are held by it and shall be conveyed by it, 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, Northcrest Manor, Inc., may by appropriate assignment, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it.

ATTEST:

NORTHCREST MANOR, INC.

Paul W. Mendenhall  
Secretary

W. B. Mendenhall  
President

CORPORATE SEAL

STATE OF UTAH )  
County of Salt Lake) ss

On the 4th day of May, A. D. 1959, personally appeared before me W. B. Mendenhall and Paul W. Mendenhall, who being by me duly sworn did say, each for himself, that he, the said W. B. Mendenhall is the President, and the said Paul W. Mendenhall is the Secretary of Northcrest Manor, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said W. B. Mendenhall and Paul W. Mendenhall, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Matthew A. Smith  
Notary Public

My commission expires: Feb 15 1960

My residence is Salt Lake City