

Recorded at Request of *J. M. Bay* DEC 11 1961  
 at 12:35 P. M. Fee \$ 3.20  
 NELLIE M. JACK, Recorder Salt Lake County, Utah  
 By *Geo. Johnson* U. S. Not. *5400 Highway Drive Salt Lake City 18*

## R E S T R I C T I O N S

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are the owners of the following described real estate situate in Salt Lake County, State of Utah, to-wit:

All of Lots 1 to 8 inclusive, BAY SUBDIVISION, according to the plat thereof, recorded in the office of the County Recorder of said county.

and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, all of the lots shown on the plat of "BAY 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 sub-division shall take 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 thirty (30) years from the 1st day of January, 1961; 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.

A. 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 three (3) 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.

B. No building shall be erected on any of said lots nearer than thirty (30) 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.

C. 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. Studio type professional offices shall be permitted providing they are an integral part of the family residence and providing no advertising signs are displayed.

D. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

E. 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 agree 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.

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F. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand five hundred (1,500) square feet, in the case of one story single family dwellings, and not less than one thousand (1,000) square feet in the case of one and a half or two story single family structures.

G. No residential structure shall 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 one hundred (100) feet at the front building set back line.

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

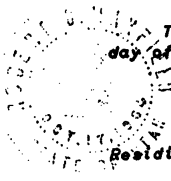
I. The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them 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, 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.

J. 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.

WITNESS our hands this 11 day of December A.D. 1961.

[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
[Signature]  
[Signature]



The above persons personally appeared before me this 11<sup>th</sup> day of December, 1961.

[Signature]  
Notary Public

Residing in Salt Lake City, Utah