

#239 of Liens & Leases

#885325

RESTRICTIONS GOVERNING THE SALE OF LOTS IN COLONIAL HEIGHTS SUBDIVISION, SALT LAKE CITY, UTAH

(a) Lots 1 to 19, both inclusive, in Block 1; Lots 4 to 8, both inclusive, in Block 2; Lots 20 to 58, both inclusive, in Block 3; Lots 1,2,9,10,11,12,13,14,15,16, and 17, and Lots 41 to 56, both inclusive, in Block 4; Lots 1 and 2,8 to 14, both inclusive, 37 to 50, both inclusive, and 25 and 26, in Block 5 of COLONIAL HEIGHTS SUBDIVISION, as per the recorded plat thereof on file in the Office of the County Recorder of Salt Lake County, Utah, shall be known as residential lots, and no structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a one or two car garage.

(b) All buildings and their locations on the lot shall conform to the zoning requirements for Residential "A" Districts in Salt Lake City as passed by the Board of Commissioners of Salt Lake City, Utah, September 1st, 1927, and published September 8th, 1927.

(c) Any dwelling erected on any plot shall have appurtenant to it and not occupied by another dwelling at least fifty feet of ground fronting on the street which the plot fronts.

(d) No noxious or offensive trade shall be carried on upon any lot or shall anything be done thereon which may be or become amoyance or nuisance to the neighborhood.

(e) No race or nationality other than those for whom the premises are intended, namely American Citizens of the Caucasian race, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

(f) 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 residence of a temporary character be permitted.

(g) No structure shall be moved onto any lot unless it meets with the approval of the committee herein-after referred to.

(h) No signs, billboards, or advertising structures may be erected or displayed on any of the lots except that a single sign, not more than four by six feet square, advertising a specific lot for sale or house for rent may be displayed on the premises affected.

(i) No trash, ashes or other refuse may be thrown or dumped on any lot in the subdivision.

(j) No permanent provision shall be made on any lot for the raising of poultry or the housing of cows, horses, or other livestock.

(k) No radio aerial wires shall be maintained more than three feet higher than the roof of any structure.

(l) No building shall be erected on any plot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of lots hereinbefore described, however, in the event that such committee is not in existence or fails to approve or disapprove such design or location within ten days then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case, either with or without the approval of the committee, no dwelling costing less than \$4,500.00 or having a ground floor area of less than 1,000 square feet shall be erected wholly or partly on the aforesaid lots.

(m) These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1st, 1966, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(n) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1st, 1965, it shall be lawful for any other person or persons owning any other lots 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 or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(o) Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

WITNESS:

Edward M Ashton

Louis J Bowers Sr
Alice C Bowers
O B Saunders
Marion E. Saunders
E.L. Saunders.
Rhoda P. Saunders

STATE OF UTAH )
)SS.
COUNTY OF SLAT LAKE )

On the 18th day of July, 1940, personally appeared before me LOUIS J. BOWERS, SR., and ALICE C. BOWERS, husband and wife, and O.B. SAUNDERS & MARION E. SAUNDERS, husband and wife, and E.L. SAUNDERS & RHODA P. SAUNDERS, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires April 14, 1942..
DAVID B. ASHTON
SEAL NOTARY PUBLIC
COMMISSION EXPIRES
SEPT. 2 1942
SALT LAKE CITY, STATE OF UTAH

David B Ashton
Notary Public

Recorded at the request of L B Cardon July 22 1940 at 2:22 P.M. in book #239 of Liens & Leases, Page 577. Recording fee paid \$3.10 (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah; By F.E. Samway, Deputy. (Reference: S-9,46,37; S-9,48,40; S-9,55,43; S-9,145,80; S-9,154,23. Entered in Misc. Index #3.) JH

#885402

STATE OF UTAH
CERTIFICATE OF DEATH

State Board of Health File No.:

- 1. PLACE OF DEATH
County Salt Lake Precinct or Town or City Salt Lake No. St. Mark's Hospita ...ard
(If death occurred in a hospital or institution, give its NAME instead of street and number)
2. FULL NAME DANIEL FRANCIS SULLIVAN
3. Residence: No. ... St. 875 East 56th South, Salt Lake County, Utah
LENGTH OF RESIDENCE: (Usual place of abode) (If non-resident give city, or town and State.
(a) in city or town where death occurred yrs. mos ds. 8 (b) in U. S., if of foreign birth yrs. mos. ds.

PERSONAL AND STATISTICAL PARTICULARS

MEDICAL CERTIFICATE OF DEATH