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Recorded at Request of Edward Ashton, Inc. MAY 5 1941

at 11:45 AM Deed # 350 Cornelia S. Lund, Recorder S. B. County, Utah

By J. E. Danvers Dep. Book 270 Page 117 Ref. 62-2728MUTUAL AGREEMENT WITH RESPECT TO PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, owners of Lot 2, Block 15, Five Acre Plat "C", Big Field Survey, situate in the county of Salt Lake, state of Utah,

do hereby declare:

## A. USE OF LAND.

(1) That all of said Lot 2, Block 15, Five Acre Plat "C", Big Field Survey, as above described, and all lots now or hereafter created therein the boundaries of said Lot 2, shall be known and are hereby designated as residential lots and are hereby made subject to the covenants and agreements hereinafter set forth.

(2) No structures shall be erected, altered, placed, or permitted to remain on any residential lot, other than one detached, single-family dwelling, not to exceed one and one-half stories in height, exclusive of a basement, and a private garage for not more than two cars, and other outbuildings incidental to residential use of the plot, not prohibited by any zoning ordinance respecting this plot of land which ordinance is in effect at the time the said building is to be erected.

## B. APPROVAL OF BUILDING PLANS.

(1) 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 Edward M. Ashton, Sarah G. Boggs, and J. C. Riches, or by a representative designated by a majority of 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

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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 specifications 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 representatives shall be entitled to any compensation for services performed pursuant to this Covenant.

(2) The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1946. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, 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, <sup>or</sup> representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. 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.

D. BUILDING RESTRICTION.

(1) No building shall be located on any residential building plot nearer than thirty feet to the front line, nor nearer than fifteen feet to any side line.

(2) No building, except a detached garage or other outbuilding, located sixty feet or more from the front lot line, shall be located nearer than eight feet to any side lot line.

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(3) No residential structure shall be erected or placed on any building plot, which plot has an area of less than six thousand square feet or a width of less than fifty-five feet at the front building set back line.

E. COST OF BUILDING.

(1) No dwelling costing less than Four Thousand (\$4000.00) Dollars shall be permitted on any lot in the said tract of land.

(2) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 867 square feet in the case of a one-story structure nor less than 600 square feet in the case of one and one-half story structure.

F. A utility easement is reserved over the rear five feet of each lot for public or quasi-public utility installation and maintenance.

G. Said residential plots are intended for exclusive use of persons of the White or Caucasian Race and no persons of any race other than persons of the White Race shall use or occupy any building plot or lot, except that this Covenant shall <sup>not</sup> prevent occupancy by domestic servants of other races domiciled by an owner or tenant of said residential lots.

H. COVENANTS WITH THE LAND.

(1) These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1987, at which time said Covenants shall be automatically extended for successive periods of ten 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.

(2) 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.

I. RIGHT TO ENFORCE.

If the parties hereto, or any of them, or their heirs, or assigns, shall

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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 above described residential plots or lots, 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 of said Covenants.

J. The invalidation of 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, the undersigned owners of the real property herein-before described have hereunto subscribed their names and by these presents have hereby caused this instrument to be executed this 3<sup>rd</sup> day of ~~April~~ May, 1941.

(Riches)

Mr. Sarah G. Boggs

John E. De Haan

Royden E. Head

Arlon B. De Haan

Jesus Jr. Head

Isaiahel E. Baker

Robert E. Baker

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STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

on this 3<sup>rd</sup> day of May 1941, personally appeared before me

J. C. Niches

Mrs. Sarah G. Boggs

John E. DeHaan, and his wife, Afton B. DeHaan

Poyden E. Head and his wife

Jessie M. Head

Tessie jewel E. Baker, wife of

Robert E. Baker

the signers of the foregoing instrument and duly acknowledged that they  
and each of them  
executed the same.

6 H. Davis

Notary Public, residing  
in Salt Lake City, Utah

My Commission Expires: Feb 1945