

905757

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Recorded at Request of Capson-Bowman, Inc.  
at 11:30 AM on June 3, 1941  
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**KNOW ALL MEN BY THESE PRESENTS:**

That whereas, the undersigned, Capson-Bowman, Inc., a corporation of the State of Utah, is the owner of a certain parcel of real property, situate in Salt Lake County, State of Utah, and described as follows, to-wit:

"Commencing at the Southwest corner of Mountain Acres Subdivision, said point being on the east line of Highland Drive and North 249.95 feet and West 970.14 feet and North 89° 40' West 1480.3 feet from the Southeast Corner of the Northwest Quarter Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South 89° 40' East 670.65 feet; thence North 545.0 feet; thence South 89° 40' East 545.0 feet; thence South 582.95 feet; thence North 89° 40' West 1184.72 feet; thence North 17° 21' West 116.85 feet to commencement."

And whereas said Capson-Bowman, Inc., has subdivided said land into building lots in a subdivision designated as Mountain Acres Addition No. 2 and is filing and recording the plat thereof as required by law, and

Whereas it is desired in connection with the platting and subdivision of said land and as part of a general building plan for the benefit and protection of the owners of the respective parcels within said area to provide for certain use restrictions, which shall govern and control the use and enjoyment of the lots within such subdivision,

Now therefore, the undersigned, Capson-Bowman, Inc., does hereby certify and declare that each and all of the lots within such subdivision, shall, upon conveyance thereof by the undersigned, be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns subject to the following restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, 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.

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 relief for such violation.

Enforcement of any one of these covenants by judgment of a court of law shall terminate the effect of the other

provision which shall remain in full force and effect.

- (a) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling and not to exceed one and one-half stories in height and a private garage for not more than two cars.
- (b) 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 CAPSON-BOWMAN, INC. LEO L. CAPSON and E. J. BOWMAN, 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 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 thirty 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 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, 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, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- (c) No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building except a detached garage or other outbuilding located sixty (60) feet or more from the front lot line, shall be located nearer than eight (8) feet to any side lot line.
- (d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than fifty-five (55) feet at the front building setback line.
- (e) 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.
- (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 structure of a temporary character be used as a residence.
- (g) No dwelling costing less than \$7500.00 shall be permitted

on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half story structure.

- (h) An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.
- (i) Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.
- (j) No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

In witness whereof said Capson-Bowman, Inc. has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 28 day of April, 1941.

CAPSON-BOWMAN, INC.  
By Leo L. Capson  
President

ATTEST:  
[Signature]  
Secretary

STATE OF UTAH )  
                  ) ss.  
COUNTY OF SALT LAKE)

On the 28 day of April, A.D. 1941, personally appeared before me LEO L. CAPSON and H. J. BOWMAN who being by me duly sworn did say each for himself, that he, the said LEO L. CAPSON is the president, and he, the said H. J. BOWMAN is the secretary of Capson-Bowman, Inc., and that the within and foregoing instrument was signed on behalf of said corporation by the said LEO L. CAPSON and H. J. BOWMAN as members of its board of directors and said LEO L. CAPSON as its duly authorized officer and that said corporation executed the seal hereunto in the case of said corporation.

