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Recorded at Request of Edward J. Holmes FEB 3 1942  
 as to: Holmes plat # 3. 90 Cornelia S. Lund, Recorder S. L. County, Utah  
 By F. O. Ramsey, Dep. Book 299 Page 548- Ref: 8-35-82-2-3  
 Misc Index # 3.

COVENANTS IMPOSING RESTRICTIONS  
 UPON LOTS IN LORRAINE  
 SUBDIVISION NO. 3.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, EDWARD J. HOLMES and HELEN J. HOLMES husband and wife and LESLIE E. FLOWERS and MARY T. FLOWERS, husband and wife, of Salt Lake City, Salt Lake County, State of Utah, are the owners of a certain tract of land, situate in Salt Lake County, State of Utah, described as follows:

Commencing North 0°14' East 333.81 feet from the Southwest corner of Lot 7, Block 22, Ten Acre Plat "A" Big Field survey, and running thence North 0°14' East 127.33 feet; thence South 89°23'06" East 761.12 feet; thence South 0°15'53" West along lot line 277.14 feet; thence South 89°46'54" West 588.49 feet; thence North 0°14'21" East 57.64 feet; thence South 89°46'54" West 24.09 feet; thence North 0°14'21" East 103.24 feet; thence South 89°46'54" West 148.4 feet to the point of beginning; and

WHEREAS, the said parties have subdivided said land into building lots in a subdivision designated LORRAINE SUBDIVISION NO. 3 and have filed or are about to file and record a plat thereof, duly certified and acknowledged as required by law, with the County Recorder of Salt Lake County, State of Utah; and

WHEREAS, it is their desire, in connection with the subdivision and platting of said land and as part of a general building plan for the protection of all persons who may become owners of lots or parcels of land within said subdivision, to provide for certain restrictions and make certain protective covenants which shall control the use and enjoyment of said lots or parcels of land within said subdivision.

NOW THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of the lots or parcels of land within said subdivision; the said Edward

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J. Holmes and Helen J. Holmes, husband and wife, and Leslie E. Flowers and Mary T. Flowers, husband and wife, do hereby covenant and agree with all persons who may become owners of lots or parcels of land within the said subdivision and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of the said lots or parcels of land shall be owned by them and when sold and conveyed, shall be owned, held and enjoyed by all persons who may become the owners thereof and each of them and their and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions, which are hereby declared to be covenants running with the land and binding upon and for the benefit of each and every owner thereof, to wit:

## A

All lots in said 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 not to exceed one story in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the said plot.

## 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 Edward J. Holmes, Grant Jensen and Leslie E. Flowers, 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 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 shall not be required and this covenant shall 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

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representative, shall cease on and after January 1, 1947. 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.

## G.

No building shall be erected on any residential building plot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line. No building except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 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 5500 square feet or a width of less than 50 feet at the front building set back line, except that a residence may be erected or placed on any lot as shown on the recorded plat.

## 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 on 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 \$3000.00 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 not be less than 725 square feet.

## H

An easement is reserved over the rear 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 shall be constructed in accordance with the requirements of the State Board of Health to serve each dwelling. The affluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first been passed through an absorption field approved by the health authority.

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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 10 years unless by a 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 dues for such violation.

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Invalidation of any 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 said Edward J. Holmes and Helen J. Holmes, husband and wife, and Leslie E. Flowers and Mary T. Flowers husband and wife, have hereunto signed their names this 3rd day of February A.D. 1942.

Edward J. Holmes  
Helen J. Holmes  
Leslie E. Flowers  
Mary T. Flowers

Signed in the presence of:

Adam A. Hansen

STATE OF UTAH  
 COUNTY OF SALT LAKE. SS.

On this 3rd day of February A.D. 1942, personally appeared before me Edward J. Holmes and Helen J. Holmes, husband and wife, and Leslie E. Flowers and Mary T. Flowers, husband and wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Adam A. Hansen

NOTARY PUBLIC  
 I reside in Salt Lake City, Utah  
 My commission expires:



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