

20

925724

Recorded at Request of EMERSON ABSTRACT CO. MAR 26 1942

at \$10.00 per page \$ 2.50 Cornelia S. Lund, Recorder S. L. County, Utah

By F. O. [Signature] Dep. Book 305 Page 65 Ref: 242-24-17
BUILDING RESTRICTIONS AGREEMENT Misc Index # 8.

Willard B. Richards, Jr. and Alice G. Richards, his wife,
and A. M. Adanson and Louise P. Adanson, his wife,

-to-

WHOM IT MAY CONCERN

WITNESSETH, Whereas, the parties hereto are the owners of the following described real property in Salt Lake County, Utah, to-wit:

All of Lot 6, Block 8, Section 16, Township 1 South, Range 1 East, Salt Lake Base and Meridian, in the County of Salt Lake, State of Utah.

WHEREAS, the parties hereto desire to create certain and various restrictions and covenants intended for the benefit of said real property;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereto, the said parties, the undersigned, do hereby jointly and severally covenant and agree as follows:

That the following restrictions are hereby created and declared to be covenants running with the title and the land hereinbefore described and each and every part thereof.

1. PERSONS BOUND BY THESE RESTRICTIONS:

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest whatsoever in said real estate or any part thereof shall be taken and held to agree and covenant with the owners of said real estate and with their heirs, successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and the construction of residences and improvements thereon for a period of twenty-five years from the end day of March, 1942, at which time said covenants and restrictions shall terminate.

2. USE OF LAND, COST, FRONTAGE

That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purposes and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for not more than occupancy by one family. Any single family residence erected on said lands shall cost not less than \$3500.00.

3. DWELLING SET BACK AND FREE SPACE

No building shall be erected on any residential building plot nearer than 25 feet to, nor further than 35 feet from, the front lot line and shall leave a side yard along each lot line, the least dimension of any such side yard shall be in no case less than 8 feet, and the total width of the side yard for any one building plot shall be in no case less than 20 feet.

4. SIZE OF LOTS

Said land or any part thereof shall not be resubdivided into building plot having less than five thousand (5,000) square feet of area or a width of less than 50 feet each.

5. OWNERSHIP AND OCCUPANCY

No race or nationality other than the Caucasian race shall use or occupy any building on any of said land, except that the covenant

shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

6. TEMPORARY RESIDENCE PROHIBITED

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.

7. UTILITY EASEMENT

A perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

8. VIOLATIONS AND DAMAGES

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 March 2, 1967, it shall be lawful for any other person or persons owning any of said land to prosecute any proceedings at law or in equity against the person or persons violating 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.

9. COMMITTEE APPROVAL

No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.

10. COMMITTEE

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 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.

11. NUISANCES

No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. FENCES AND HEDGES

No fence or hedge shall be built higher than 3 feet within 50 feet from the front of any lot.

13. SAVING CLAUSE

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.

Willard B. Richards, Jr.
Willard B. Richards, Jr.

Alice C. Richards
Alice C. Richards

21

A. M. Adamson

A. M. Adamson

Louise P. Adamson

Louise P. Adamson

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

On this 14 day of March, 1942, personally appeared before me WILLARD B. RICHARDS, Jr. and ALICE C. RICHARDS, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



John H. Chateaux

Notary Public

Residing in Salt Lake City, Utah

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

On this 23 day of March, 1942, personally appeared before me A. M. ADAMSON and LOUISE P. ADAMSON, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



John H. Chateaux

Notary Public

Residing in Salt Lake City, Utah