

Recorded at Request of A. P. Rubin

MAY 5 1942

#2:23/1000 3.90

Cornelia B. Lund, Recorder S. L. County, Utah

F. E. Humphrey, Dep.

Book 309 Page 408 - 835-90-8

Not 233-93-8

833-96-18

Misc Index #3

9:28445

CERTIFICATE OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:-

That whereas, the undersigned are the owners of all those certain parcels of real property, situate in Salt Lake County, Utah, and described as follows, to-wit:-

All of the following lots situate in Glendale Gardens Plat "A", according to the official plat thereof on file in the office of the county recorder of Salt Lake County, Utah to-wit:- All of Lots 1 to 4 inclusive, Block 1; Lots 1 to 10 inclusive, Block 2; Lots 1 to 22 inclusive, Block 3; Lots 1 to 4 inclusive, Block 4; Lots 1 to 24 inclusive, Block 5; Lots 1 to 24 inclusive, Block 6, and Lots 1 to 26 inclusive, Block 7.

And whereas, it is desired in connection with the development of said property that a general building plan be provided for the benefit and protection of the owners of the respective parcels above described, and to provide for certain use restrictions which shall govern and control the use and enjoyment of said property.

These covenants are to run with the land, 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 dues for such violation.

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Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any ~~one~~ of the other provisions which shall remain in full force and effect.

Now therefore, the undersigned, do hereby covenant and agree that each and all the lots above described shall be owned, enjoyed and held by the respective owners thereof, their heirs and assigns, subject to the following restrictions:

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 lot other than one detached single-family dwelling or one two-family dwelling, not to exceed one story in height, and a private garage for not more than two cars.

B. All buildings shall be placed on the lots in accordance with restrictions now governing structures in the Residential B-2 District, under the zoning ordinance of Salt Lake City. This restriction shall not apply to structures now constructed or under construction.

C. No structure shall be erected or placed on any lot having an area of less than 5000 square feet, or a width less than 50 feet at the front building set back line.

D. 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.

E. No person of any race, other than the caucasian 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.

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Restrictions continued

F. No trailer, basement, tent, shack, garage, barn or other out-building 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 \$2000.00 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 500 square feet.

H. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

I. No building shall be erected, placed, or altered on any lot above described until the building plans, specifications and plot plan showing the location of such building have been approved in writing by a majority of the committee composed of Mr. M. A. Shaw, G. R. Walker and Bartlett Wicks, or their authorized representative, for conformity and harmony of external design with existing structures in said tract, and as to location of the building with respect to property and building set back lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or 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. Said committee shall act without compensation, and shall serve until January 1, 1948, at which time the then owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing, duly recorded among the land records, their authorized representative who thereafter shall have all the powers subject to the same limitations, as were previously delegated herein to the aforesaid committee.

Witness the hands of said grantors this 16th day of April A.D. 1942.

Charles E. Perkins
Raymond Emerson } JOINT TENANTS

By Edward A. Kohrs
Their Attorney-in-fact.

Edward A. Kohrs Joint Tenant

Isabel M. G. Perkins

Amelia Forbes Emerson

By Edward A. Kohrs
Their Attorney-in-fact.

Minnie Kohrs

STATE OF CALIFORNIA }
SANTA BARBARA COUNTY } ss:

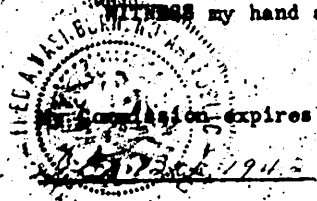
On this 16th day of April A. D. 1942, personally appeared before me, the undersigned, a Notary Public in and for said County of Santa Barbara, State of California, Edward A. Kohrs, to me personally known to be the identical person who executed the foregoing instrument in behalf of Charles E. Perkins and Raymond Emerson, Joint Tenants, and on his own behalf as Joint Tenant, and on behalf of

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Restrictions continued

Isabel McG. Perkins, wife of said Charles E. Perkins, and Amelia Forbes Emerson, wife of said Raymond Emerson, and acknowledged that he executed the same as his free and voluntary act and deed personally, and as Joint Tenant, and the free and voluntary act and deed of the said Charles E. Perkins and Raymond Emerson, as Joint Tenants, and as the free and voluntary act and deed of Isabel McG. Perkins, wife of said Charles E. Perkins, and Amelia Forbes Emerson, wife of said Raymond Emerson, by him their duly authorized attorney thereunto appointed, voluntary done and executed.

Also on the same date personally appeared Minnie Kohrs, wife of Edward A. Kohrs, known to me to be the identical person who executed the within instrument and she acknowledged the same to be her voluntary act and deed.

WITNESS my hand and Notarial Seal on the day and year last above written.



Edward A. Kohrs
Notary Public