

Recorded at Request of INTERMOUNTAIN TITLE GUARANTY CO. **OCT 8 1942**

at 2:20 P.M. Prepaid \$2.50 Cornelia S. Lund, Recorder S. L. County, Utah

By Cornelia S. Lund, Dep. Book 324 Page 686 Ref. 1942-11-39
PROTECTIVE COVENANTS *Miss Judge #3*

938850

Elbert G. Adamson and Beatrice L. Adamson of Salt Lake County, State of Utah, the owners and dedicators of a subdivision described as follows:

All of the North 287.1 feet of Lot 12, Block 8, F. M. Lyman, Jr. Survey, of Section 16, Township 1 South, Range 1 East, Salt Lake Base and Meridian

As recorded in the office of the County Recorder of Salt Lake County,

do hereby place the hereinafter designated protective covenants on all of said subdivision.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said covenants shall be automatically extended for successive period of 10 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 of them, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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:

- (a) All future divisions in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling, except on the two 60 foot lots facing 19th East Street and Ramona Avenue, which may be used for two family dwellings, not to exceed one story in height and a private garage for not more than 2 cars.

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- (b) No building shall be erected, placed, or latered 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 Elbert G. Adamson, Rulon Bradshaw, and Douglas Reed, 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 the 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, 1948. 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 on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 15 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 5000 square feet or a width of less than 50 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 \$3200.00 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 700 square feet.
- (h) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

Dated at Salt Lake City, Utah, this 2nd day of

October, 1942.

Elbert G. Adamson

Beatrice L. Adamson

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On this 2nd day of October, 1942, personally appeared before me Elbert G. Adamson and Beatrice L. Adamson, the signers of the within instrument, who duly acknowledged to me that they executed the same.



F. W. Schaeffling
Notary Public,

Residing at Salt Lake City, Utah