

Recorded at Request of Capsen Bowman NOV. 29. 1943

964816

at 4:50 P.M. Fee paid \$ 3.10

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

By Cornelia S. Lund, Dep.

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CERTIFICATE OF USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned, INTERSTATE BRICK COMPANY a Corporation of the State of Utah, is the owner of a certain parcel of real property, situate in the County of Salt Lake, State of Utah, and described as follows, to wit:

Beginning at the Southwest corner of Mountair Acres Addition Number Three in Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°40' East 67.51 feet; thence North 74°39' East 113.21 feet; thence North 5°30' West 17.45 feet; thence South 88°05'30" East 145.94 feet; thence North 82°09' East 61.16 feet; thence South 89°40' East 847.0 feet; thence North 858.0 feet; thence South 89°40' East 110.0 feet; thence South 1133.0 feet; thence North 89°40' West 892.0 feet; thence North 72°28'08" West 176.03 feet to point on 310 foot radius curve to the right tangent to curve at this point being South 48°03'42" West; thence around said curve Southwesterly 143.86 feet to point of tangency; thence South 74°39' West 114.41 feet; thence North 15°21' West 272.314 feet to point of beginning.

And whereas said INTERSTATE BRICK COMPANY has subdivided said land into building lots in a subdivision designated as Mountair Acres Addition Number 4, 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, INTERSTATE BRICK COMPANY 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 dues for such violation.

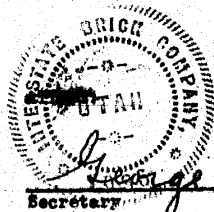
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- (a) All 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 plat 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 plat in this subdivision until the building plans, specifications, and plat 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, INCORPORATED, LEO L. CAPSON and N. 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 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 not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded 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 to 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 any 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.

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- (g) No dwelling costing less than \$3500.00 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 650 square feet in the case of a one-story structure nor less than 750 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 the 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 authorities.
- (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 INTERSTATE BRICK COMPANY has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 24<sup>th</sup> day of November, 1943.



INTERSTATE BRICK COMPANY  
 BY Chas. Cahoon  
 President

George B. Curley  
 Secretary

STATE OF UTAH )  
 ) SS  
 COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of November, 1943, personally appeared before me CHESTER P. CAHOON and GEORGE B. CURLEY who being by me duly sworn did say each for himself, that he, the said Chester P. Cahoon is the President and he, the said George B. Curley is the Secretary of the Interstate Brick Company and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Chester P. Cahoon and George B. Curley each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

W. B. Brown  
 Notary Public  
 Residing at Salt Lake City, Utah

My Commission Expires  
March 8/1946