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Recorded at Request of

American Land Co.

MAY 13 1944

at 9:51 AM

330

Cornelia S. Lund, Recorder Salt Lake County, Utah

By *F. G. Hammett*

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836-165-5

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RESTRICTION AGREEMENT

THE AMERICAN LAND COMPANY, INC., a corporation, with its principal place of business at Salt Lake City, Utah, is the owner of the following described real estate situated in Salt Lake County, State of Utah, to-wit:

All of Hedons' Land, a subdivision, as recorded in the office of the County Recorder of Salt Lake County, State of Utah; and

THE AMERICAN LAND COMPANY, INC., the owner of said real estate hereinafter described desires to place restrictions on said title to said real estate;

NOW KNOW ALL MEN, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinafter described and each and every part thereof and the undersigned hereby declares that the abovesaid land above referred to is to be sold and should be conveyed subject to the following restrictions, restrictions and covenants hereinafter set forth:

1. RESTRICTIONS ON USE OF LAND

That the covenants and restrictions to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of said land hereinafter before described shall be taken and held to be covenants running with the owners of said land and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from date hereof to January 1, 1970, 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 said

lots and land it is agreed to change said covenants in whole or in part.

2. CITIZENSHIP AND OCCUPANCY

No race or nationalities other than the Caucasian race, shall use or occupy any building on any lot, since that this covenant shall not prevent occupancy by domestic help of a different race or nationality employed by an owner or tenant.

3. USE OF LAND: COVENANTS

That none of said land or any portion thereof, shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house or roof 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 and shall be a detached single-family dwelling, not to exceed one story in height and a private garage for no more than two cars. Any single family residence erected on said land shall not cost less than four thousand five hundred dollars (\$4,500.00), and the ground floor square foot area of the main structure, exclusive of one-story open porches and screens, shall not be less than eight hundred (800) square feet.

No building shall be erected on any residential building plot nearer than 20 feet to the right lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 20 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

5. SIZE OF LOTS

Said land, or any part thereof, shall not be re-subdivided into building plots having less than 5,500 square

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feet of area or a width of less than 51 feet at the front building set back line.

6. TEMPORARY RESIDENCES PERMITTED

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. 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.

8. COMMISSION

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and lot 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 Benell M. Haber, Beverly S. Glendenin and Andrew Jordan, 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 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, 1960. 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.

9. 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 January 1, 1970, 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.

10. UTILITY EASEMENT

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

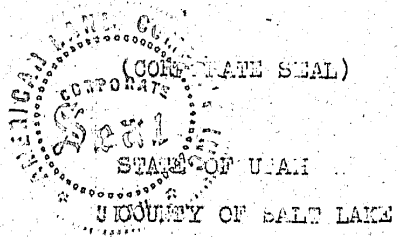
11. SAVING CLAUSE

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other

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provisions which shall remain in full force and effect.

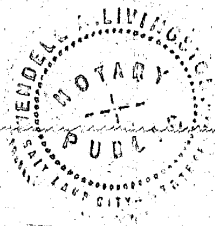
IN WITNESS WHEREOF, the Owner of the above described estate hereinabove mentioned this 17th day of Nov, 1944, has caused these presents to be executed.



AMERICAN LAND COMPANY, INC.
Secretary

SS

On the 17th day of Nov, 1944, personally appeared before me Wendell H. Mabey, who being by me duly sworn, did say that he is the Secretary of American Land Company, Inc., 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 Wendell H. Mabey duly acknowledged to me that said corporation executed the same and that the seal required is the seal of said corporation.



Wendell H. Mabey
Notary Public

My commission expires
Oct. 27, 1944.

Residing at Salt Lake City, Utah