

976556

Recorded at Request of TITLE INSURANCE AGENCY OF UTAH INC.

MAY 22 1944

at 1012 Westside 290 Gertrude S. Lund, Recorder S. E. County, Utah

By *R. Matt*, Dep. Book 954 Page 351 REF: 836-192-33

CERTIFICATE OF USE RESTRICTIONS

836-185-6
836-188-5

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned COTTAGE HOMES, INC.,
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:

Let 1 Block 2 and Lots 2 ^{to} 101, inclusive, Block 1
Bonneville Garden, a Subdivision of all of lots 6,
7, 8, 17, 18, 19 and part of lot 20, Block 6, Five
Acre Plat "C", Big Field Survey.

And whereas said COTTAGE HOMES, INC.

has subdivided said land into building lots in a subdivision designated as
BONNEVILLE GARDEN, 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, COTTAGE HOMES, INC.,
does hereby certify and declare that each and all of the lots within such
subdivision, shall be owned, held and enjoyed by the owners and the successive
grantees 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 residential building plot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

(b)

No building shall be erected, placed, or altered 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 A. R. IRVINE, LEO L. CAPSON, and E. V. HODGEN, 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 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 its designated representative shall cease on and after January 1, 1950. 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, who shall thereafter exercise the same powers previously exercised by said committee.

(c)

An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance. No building shall be located on any residential building plot nearer than 22 feet to the front lot line, nor nearer than 25 feet to any side street line, except on Twenty-third East Street the improvements may be located 27 feet from front lot line and 13 feet from side street line. No building except a detached garage or other outbuildings 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 place on any building plot, which plot has an area of less than 6000 square feet, or a width of less than fifty-six (56) 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 \$4500.00 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 800 square feet.

(h)

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.

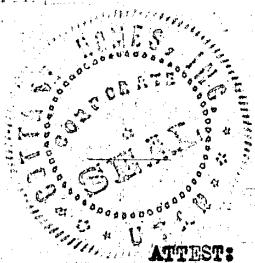
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed 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.

In witness whereof said COTTAGE HOMES, INCORPORATED

has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 26 day of Aug, 1944.



ATTEST:

COTTAGE HOMES, INC.

BY W. H. Johnson
President

R. V. Hodgen
Secretary