

Recorded at Request of J. Kenneth Thayne JUN 27 1944
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Cornelia S. Lund, Recorder S. B. County, Utah

By Blatt, Dep. Book Page Ref: 620-18114-8

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CERTIFICATE OF USE RESTRICTIONS

Misc. Index # 3.

Know All Men by these Presents:

That whereas the undersigned J. Kenneth Thayne, Edward Goodman, and Russell J. Varsi are the owners of portions of the following described real property situate in Salt Lake City, County of Salt Lake and State of Utah, to-wit:

Commencing at the Northeast corner of Lot 3, Block 6, Five Acre Plat "C", Big Field Survey and running thence North 89° 52' West 303.60 feet along lot line; thence South 0° 09' 40" West 424.93 feet; thence South 89° 52' East 75.9 feet; thence South 0° 09' 40" West 150.75 feet to the South line of lot; thence South 89° 52' East 66.7 feet along lot line; thence North 0° 09' 40" East 260.75 feet along West line of Street to the point of curve center of which is North 89° 50' 20" West 106 feet; thence Northwesterly around said 106 foot radius curve to the left 63.574 feet to a point of reverse curve center of which is North 55° 47' 51" East 106 feet; thence Northerly around said 106 foot radius curve to the right 230.027 feet to the point of tangency; thence South 89° 52' East along North line of street 92.05 feet; thence North 0° 09' 40" East 89.3 feet to the point of commencement. Also commencing North 0° 09' 40" East 174.38 feet along lot line from the Southeast corner of Lot 2, Block 6, Five Acre Plat "C", Big Field Survey; thence North 0° 09' 40" East 256 feet along the lot line to the South side of Redondo Avenue; thence North 89° 52' West 55.024 feet along the South line of street to a point of curve center of which is South 0° 8' West 50 feet; thence Southwesterly around said 50 foot radius curve to the left 78.516 feet to the point of tangency; thence South 0° 09' 40" West 206.024 feet along the East line of Street; thence South 89° 52' East 105 feet to the point of commencement.

And, whereas it is desired in connection with the 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, owners of said land, hereby certify and declare that each and all of the lots within said tract 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 2 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 tract and as to location of the building with respect to topography and finished ground elevation, by a committee composed of J. K. Thayne, Edward Goodman and Russell J. Varsi, 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, 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 tract and

duly recorded, appointing a representative, or representatives, 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, 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 5900 square feet, or a width of less than 55 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 person 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.

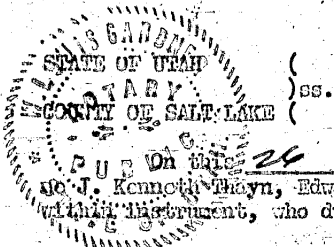
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Witness the hands of said property owners this _____ day of June, A. D., 1944.

Kenneth Thayne
(J. Kenneth Thayne)

Edward Goodman
(Edward Goodman)

Russell J. Varsi
(Russell J. Varsi)



On this _____ day of June, A. D., 1944, personally appeared before me J. Kenneth Thayne, Edward Goodman, and Russell J. Varsi, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires Jan. 30, 1949

W. Louis Gardner
Notary Public, residing at
Salt Lake City, Utah

My Commission expires _____