

recorded at Request of **CARDON ABSTRACT CO.**

at 2.26 P.M. on **3.50** Cornelia S. Lead, Recorder S. L. County, Uta.

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BY **Abstract** Don. Book Page Ref: **836-170-4**
RESTRICTIONS APPLYING TO RESIDENTIAL COVENANTS AND **836-176-4**
RESTRICTIONS APPLYING TO WASHINGTON GARDENS. **836-180-4**
Misc. Index

WHEREAS, it is proposed to set up an area of land hereinafter described as a residential district, and

WHEREAS, it is proposed that said district and section of land shall have protective covenants applying to and running with said land, and binding upon all parties, their heirs, successors, and assigns,

AND, WHEREAS: The owners hereto in consideration of their mutual interests and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

All of that subdivision known as Washington Gardens, consisting of Lots A, B, C, and D, and all of Lot 5, Block 15, 5 acre plat recorded in S. L. County as follows, to wit: Beginning S 0° 04' 04" W 22.5 feet from the N.W. corner of Lot 6, Block 15, 5 acre plat "C" S. L. C.; thence S 89° 33' 42" E 727.3 feet, parallel to the N. line of said Lot 6; thence S 0° 02' 52" E 248.8 feet, parallel to and 33 feet W. from the E. line of Lots 6, 7, and 4, of said Block 15; thence N 89° 43' 12" W 357.0 feet; parallel to and 10 feet N. from E. line of said Lot 4; thence N 0° 04' 04" W 129 feet; thence S 89° 33' 42" W 400 feet to a point which is N 0° 04' 04" W 15.29 feet from the S.W. Corner of said Lot 4; thence N 0° 04' 04" W 40.51 feet along West line of said Block 15 to the place of beginning, containing 11.121 acres.

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 not more than 2 cars.

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 Russell J. Lead, Harold Goodman and V.R. Steffensen, 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

See Amended Ordinance 981106-728 392 74

-2-

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 owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the powers previously exercised by said committee.

No building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 20 feet to any side street line, with the exception of Lot 1, Block 4, Lot 1 & 28, Block 3, Lot 1 & 28, Block 2, Lot 1, Block 1; on these exceptions the minimum shall be 12'. No building other than 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.

No residential structure shall be erected or placed on any building plot, which plot has area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line; except that a residence may be erected or placed on Lot 14, Block 1, Lots 14 & 15, Block 2; Lots 14 & 15, Block 3; and Lot 13, Block 4, or any lot as plated on official recorded plat.

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.

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.

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.

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

No person who is of any race other than the white 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 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

-3-

...requested in said development or subdivision to prosecute proceedings at law or in equity against the persons or persons assisting or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other relief for such violation.

In validation 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, the said parties to this agreement have hereunto signed their names this 24th day of May 1944.

<u>Edward Goodman</u>	Edward Goodman
<u>Marion Goodman</u>	Marion Goodman
<u>Russell J. Varsi</u>	Russell J. Varsi
<u>Beatrice L. Varsi</u>	Beatrice L. Varsi

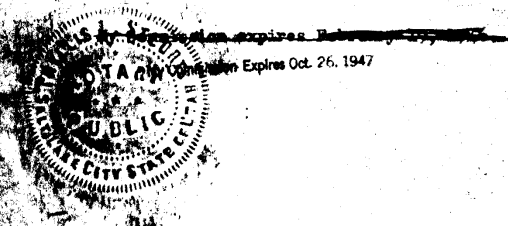
~~Witnessed by Notary Public, Salt Lake City, Utah, on this 24th day of May, 1944.~~



SALT LAKE) 88

On this 24th day of May, A.D., 1944 personally appeared before me Phillip L. Roberts and Marion Goodman, his wife, Russell J. Varsi and Beatrice L. Varsi, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Phillip L. Roberts
Notary Public, residing at
Salt Lake City, Utah.



may 1944