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1061999Recorded at Request of E. M. Ashton Co OCT 30 1944at \$31.50 Prepaid H. I. D. Correllia G. Gland, Recorder S. L. County, Utah
Book 504 Page 315 Ref. 173-2

LINCOLN GARDENS SUBDIVISION

A subdivision of Salt Lake County, Utah

BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, owners of the following described real property situated in Salt Lake County, State of Utah:

All of Lots 2 to 29, both inclusive, Block 1; All of Lots 1 to 24, both inclusive, Block 2; All of Lots 1 to 13, both inclusive, Block 3; all located in Lincoln Gardens Subdivision, as per the recorded plat thereof on file in the Office of the County Recorder of Salt Lake County, Utah.

hereby DECLARE that all and each of said lots above described shall be subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS AND COVENANTS hereinafter set forth.

I.

Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three(3) automobiles.

II.

(A) Every detached single-family dwelling erected on any one of the following described lots: Lots 2 and 3, Block 1; Lots 25 to 29, both inclusive, Block 1; of said Lincoln Gardens Subdivision, shall cost \$6000.00 or more and shall have a ground floor area as follows: If a one story structure, 1,000 square feet or more; if a one and a half or two story structure, 750 square feet or more.

(B) Every detached single-family dwelling erected on any one of the following described lots: Lots 9 to 24, both inclusive, Block 1; Lots 7 to 24, both inclusive, Block 2; Lots 1 to 13, both inclusive, Block 3; of said Lincoln Gardens Subdivision, shall cost \$6500.00 or more and shall have a ground floor area as follows: If a one story structure, 1,100 square feet or more; if a one and a half or two story structure, 750 square feet or more.

(C) Every detached single-family dwelling erected on any one of the following described lots: Lots 4 to 8, both inclusive, Block 1; Lots 1 to 6, both inclusive, Block 2; of said Lincoln Gardens Subdivision shall cost \$6500.00 or more and shall have a ground floor area as follows: If a one story structure, 1,100 square feet or more; if a one and a half or two story structure, 750 square feet or more.

The ground floor area as herein in Paragraph II referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches and garage.

III.

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

Continuation of Restrictions for Lincoln Gardens Subdivision

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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 David E. Ashton, Kenneth M. Williams and Alfred C. Gunderson, 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, 1952. 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.

IV.

No building shall be located nearer to the front residential lot line than the building limit line as shown on the recorded plat of said Lincoln Gardens Subdivision. However, covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than 12 feet, and customary architectural appurtenances, such as cornices, bay windows, spoutings, chimneys, may extend not more than four feet beyond said building line. Steps leading to dwellings may extend beyond such building line provided such steps are not higher than the floor level of the first floor of the dwelling. No building shall be located nearer to either side line of a residential lot than eight feet. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 11,000 square feet or a width of less than 70 feet at the front building setback line.

V.

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described. This district is not intended to be divided for or used for a commercial area, therefore livestock and fowls raised for this purpose will not be permitted in the area (This paragraph is not intended to restrict the area so as to prohibit the raising of fine small birds, fowls or animals as pets or as a special hobby), however, the housing for such pets must be so constructed that it will not be unightly and the number of such birds and pets and the housing for them shall be approved by the committee.

VI.

No person of any race or nationality other than the Caucasian Race, shall use or occupy any building on any of the residential lots hereinbefore described or any part or portion thereof, except that this covenant shall not prevent occupancy by domestics of a different race employed by the Owners or Tenant.

VII.

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described

Continuation of Acknowledgment

Invalidation of any part of this instrument by any law set forth by judgment or decree of any court of law or the other provisions herein shall not affect the validity of the same until twenty five (25) days after the date of such judgment or extension as provided in any such law or decree.

IN WITNESS WHEREOF, the undersigned, Clerks of the primary recorded herein have caused these presents to be recorded this 26th day of October, A.D. 1946.

Kenneth H. Williams
Erma B. Williams
Alfred G. Gunderson
Alta R. Gunderson

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STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 26th day of October, A.D. 1946, personally appeared before me Kenneth H. Williams, Erma B. Williams, his wife; Alfred G. Gunderson, Alta R. Gunderson, his wife; the signers of the above instrument who duly acknowledged to me that they executed the same.

W. J. C. [Signature]
Notary Public



Commission Expires: January 6, 1950 Residing at Salt Lake City, Utah

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