

10745

DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS APPLYING TO WASATCH GARDENS SUBDIVISION  
PLAT B

WHEREAS, it is proposed to set up an area of land hereinafter described for 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,

NOW, THEREFORE: The signers hereto in consideration of their mutual promises and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

Commencing 8.25 chains north of the Southeast corner of the Northeast quarter of Section 7, Township 7 South, Range 3 East of the Salt Lake Base and Meridian, thence east 421.74 feet; thence north 525.5 feet; thence west 835 feet; thence south 89°42' West 1036'; thence North 25' East; thence south 89°42' West 96 feet; thence South 0°18' East 335'; thence South 89°24' East 535 feet; thence South 8° West 172 feet; thence South 89° East 1032.6 feet to place of beginning.

Area 21.209 Acres.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, 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 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 doing so or to recover damages or other dues for such violation.

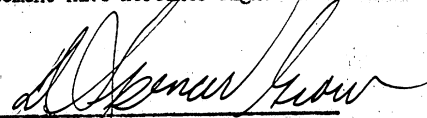
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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 and one-half stories in height and a private garage for 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. Varsi, Mark Eggertsen, 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 with-

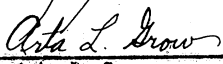
- 127 - In 30 days after said plans and specifications have been submitted to it or, in any event, of no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed 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 subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- C No building shall be located on any residential building plot nearer than 2½ feet to the front lot line, nor nearer than 20 feet to any side street line. 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 6 feet to any side lot line.
- D No residential structure shall be erected or placed on any building plot, which plot has area of less than 5000 square feet or a width of less than 50 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 \$3500.00 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 720 square feet.
- H An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- I 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.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 18<sup>th</sup> day of September, 1943.

  
Rowan Realty Inc.

By D. Spencer Grow, Vice-Pres.

  
D. Spencer Grow

  
Arta L. Grow

128 STATE OF UTAH )  
COUNTY OF UTAH )

On the 28<sup>th</sup> day of September, A.D. 1943, personally appeared before me, Dr. Spencer Grow, Jr., D. Spencer Grow and Arta L. Grow, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Washburn Eggersten  
Notary Public

Residing At: Provo, Uta



Entry No. **10745**  
Recorded at the request of  
Mark Eggersten  
OCT 14 1943 4:16 P.M.  
Pages  
Eldon F. Tipton Recorder  
Provo, Utah County  
Comptroller  
Indec. To Sec. Deputy  
Filed 3-25 Mail

10746

ROLL CALL  
VOTING YES: NO  
HARDING, MAYOR ✓:  
MC GUIRE, COMMISSIONER ✓:  
SWAPP, COMMISSIONER ✓:  
RESULT 3:0

PROVO, UTAH, SOCTOBER 14 1943  
I move that this Resolution  
be adopted.

Joseph H. Swapp  
Commissioner

### RESOLUTION

WHEREAS, Rowan Realty Incorporated, Spencer D. Grow and Arta Grow, his wife, have prepared and filed a Plat known and designated as "PLAT B, WABATCH GARDENS SUBDIVISION PROVO CITY, UTAH" covering lands located in Provo City, Utah,

AND, WHEREAS, said Plat has been duly certified by Earl Conder, Surveyor and Civil Engineer, and

WHEREAS, said Plat has been also approved by Denzil A. Brown, Chairman of Zoning Commission and George H. Smeath, Planning Director, and

WHEREAS, the owners thereof have complied in every way with Chapter 5, entitled "PLATS AND SUBDIVISIONS" of Title 78, Utah Code Annotated, 1943, pertaining to Plats and Subdivisions.

NOW, THEREFORE: Be It, and It Is Hereby Resolved by the Board of Commissioners of Provo City, that said Plat and the Proceedings thereto be, and the same are hereby approved, and Maurice Harding, Mayor; J. P. McGuire and