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WHEREAS certain parcels of real property known as BLOCKS 2, 3, 4, 5 and 6, Thorsdahl Sub-
division, and BLOCKS 4, 5 and 6, East Waterloo
Subdivision, Salt Lake City and County, State
of Utah.

AND WHEREAS many of the real property owners in Blocks 2, 3
and 4, of Thorsdahl Subdivision and in blocks 4, 5 and 6 of East
Waterloo Subdivision, located in Salt Lake City and County, State
of Utah, are desirous of placing certain restrictive covenants on
said properties for their mutual protection, and

WHEREAS, the restrictive covenants hereinafter set forth
are based upon the mutual promises of each individual, firm or cor-
poration to each and every other designated individual, firm or
corporation to abide by said covenants.

NOW THEREFORE: We the undersigned do hereby and hereon
bind the various parcels of real property as is hereinafter set forth,
with the following covenants:

RESTRICTIVE COVENANTS.

No person shall own, use or occupy any lot or any building
on any lot, except those of the Caucasian race, excepting that this
covenant shall not prevent occupancy by domestic servants of a dif-
ferent race or nationality employed by a tenant or owner.

These covenants and restrictions are to run with the land,
and shall be binding on all the parties, and all persons claiming
under them, until January 1, 1994, at which time, said covenants and
restrictions, shall terminate, unless said restrictions are extended
for additional periods of time by the owners of the property.

If the parties hereto, or any of them, or their heirs or
assigns, shall violate or attempt to violate any of the covenants or
the restrictions herein, before January 1, 1994, it shall be lawful
for any person or persons owning any other lots in said dedication,
to prosecute any proceedings in law, or in equity against the person
or persons, violating any such covenant or restriction, either to
prevent them, or them, from so doing, or to recover damages for
such violation.

Enforcement of any of these covenants by judgment of a
court of competent jurisdiction shall in no wise affect any of the
other provisions which shall remain in full force and effect.

The following described parcels of real property are bound
by the covenants herein, being more particularly described as to
location and description, as follows: to-wit:

A FINAL FOUR OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That I, James A. Earnshaw, of Salt Lake County, State of Utah, do hereby appoint Marguerite C. Gibson of Salt Lake County, State of Utah, my attorney in fact and in my name and deed and as my act and deed to sign, seal, and acknowledge; and to act for me in all matters wherein I would be required to act in relation to signing a restrictive covenant agreement concerning certain property located between Central Star Avenue and Redondo Avenue and between Third and Fifth East Streets being property within Sherway's Subdivision and East Waterloo Subdivision all within Salt Lake City and County, State of Utah, and generally to do for me and in my name whatever may be deemed necessary and proper for the execution of said restrictive covenant.

I HEREBY CERTIFY I have hereunto set my hand and seal this 12 day of August, 1944.

James A. Earnshaw

Ray D. Willman
JUDGE OF UTAH)
COUNTY OF SALT LAKE)

On the 12 day of August, 1944, personally appeared before me James A. Earnshaw, who duly acknowledged to me that he was the signer of the abovesaid instrument.

Ray D. Willman
Notary Public,
Residing at Salt Lake City, Utah

SEP 22, 1944



Recorded at Request of W. H. Beattie SEP 22 1944

at 3:50 p.m. Book 398 Page 590
by F. O. Johnson, Dep. Corneilia S. Lund, Recorder S. L. County, Utah

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