

WASHINGTON TERRACE NON-PROFIT HOUSING CORPORATION

PROTECTIVE COVENANTS FOR A PORTION OF WASHINGTON TERRACE WEBER COUNTY, STATE OF UTAH, DATED AUGUST 20, 1953

WHOM IT MAY CONCERN

PREAMBLE. (FHA Part A Preamble).

In order to promote the orderly moving of the dwelling units of Washington Terrace and the proposed construction thereof, and the development and improvement of the area constituting said Washington Terrace, which shall include all of the dwelling units and all of the property owned by the undersigned or in which it has any right, title or interest, except as hereinafter specifically set out, the undersigned, Washington Terrace Non-Profit Housing Corporation, a non-profit corporation organized and existing under and by virtue of the laws of the State of Utah, the sole owner and developer of said Washington Terrace, as herein defined, does agree on this date of August 20, 1953, with any and all grantees, their heirs, executors, administrators, successors and assigns of all or any portion of said property herein described as covered by these covenants or any right, title, interest or estate therein, that said Corporation and they and each of them will adhere and subscribe to any and all covenants described in this instrument, and the same shall be binding upon each of them and shall be and constitute covenants running with the land. Said property covered by these covenants and to which they and each of them apply in their entirety is described as follows:

Washington Terrace as follows:

All Blocks with lots as numbered in Parcel A, with the exception of Lots 1, 2, and 3 of Block 4 thereof.

All Blocks, 1 through 17 inclusive, of Parcel H thereof.

Parcel A is in Section 8, Township 5 North, Range 1 West, Salt Lake Meridian, U. S. Survey.

All of Blocks 1, 2, 3, 10, 11, 12, 16 and 17 of Parcel H and Lots 1 to 14 inclusive of Block 15 and lots 25 to 28 inclusive of Block 13, and Lots 7 and 8 of Block 9, of Parcel H are in Section 17, Township 5 North, Range 1 West, Salt Lake Meridian, U. S. Survey.

All of Blocks 4, 5, 6, 7, 8 and 14 of Parcel H and Lots 15 to 27 inclusive of Block 15 and all of the Lots in Block 13 with the exception

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of Lots 25, 26, 27, 28, and all the lots in Block 9 with the exception of Lots 7 and 8 in Parcel H are in Section 18, Township 5 North, Range 1 West, Salt Lake Meridian, U. S. Survey.

less the business area, less administration building and grounds and old and new water works areas, all as more particularly shown by the subdivision plat of said property, together with the legends and conditions of the dedication thereon shown.

1. (FHA C-1) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height, excluding the basement, and a private garage for not more than two cars.

2. (FHA C-2) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee and the board of adjustment provided for by the ordinances of Weber County, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as hereinafter provided.

3. (FHA C-3) No dwelling shall be permitted on any lot at a value of less than Seven Thousand (\$7,000/00) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than seven hundred (700) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

4. (FHA C-4) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty five (25) feet to the front lot line,

or nearer than fifteen (15) feet to any side street line or so located as to give a clear sight of 40 feet each side of corner at street intersection. No building shall be located nearer than five (5) feet to an interior lot line, except that a one (1) foot side yard shall be required for a detached garage or other permitted accessory building located at least six (6) feet in the rear of the main building and not closer than ten (10) feet to a dwelling on an adjacent lot. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line, except for attached garages for which a fifteen (15) feet rear yard is permitted. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

With written approval of the Architectural Control Committee and the Board of Adjustment provided for by the ordinances of Weber County, a one-story attached garage may be located nearer to a street than above provided, but not nearer than fifteen (15) feet to any street line, where the natural elevation of the lot along the established minimum building setback line is more than either eight (8) feet above or four (4) feet below the established roadway level along the abutting street and where in the opinion of said committee and said Board the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than fifteen (15) feet to any street line.

5. (PHA C-5) No dwelling shall be erected or placed on any lot having a width of less than fifty five (55) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than five thousand five hundred (5,500) square feet.

6. (PHA C-6). Easements for installation and maintenance of utilities and drainage facilities are reserved by the Grantor, its successors and assigns as shown on the subdivision plat hereinbefore referred to and over the rear five (5) feet of each lot.

7. (FHA C-7) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. (FHA C-8). No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. (FHA C-9). No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. (FHA C-10). No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. (FHA C-11). No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

12. (FHA C-12). No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers approved by the Architectural Control Committee and said Board of Adjustment, nor shall any incinerators be placed or used upon the premises except as so approved. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. (FHA C-13). No individual water supply system shall be permitted on any lot.

14. (FHA C-14). No individual sewage-disposal system shall be permitted on any lot.

15. (FHA C-15). Protective screening areas are established as shown on the recorded plat, at the expense of the Corporation. Individual members who

desire additional screening will install the same at their own expense. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

16. (PHA C-16) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points forty (40) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. Notwithstanding any provision hereinbefore or hereinafter contained, each and all of the purchasers of lots or any part thereof in said subdivision from the Washington Terrace Non-Profit Housing Corporation, and their heirs, executors, administrators, successors and assigns, hereby covenant and agree that the purchasers of said lots or any part thereof and their heirs, executors, administrators, successors and assigns, shall, commencing with the date of said purchase, pay to Washington Terrace Non-Profit Housing Corporation monthly on the first day of each and every month, the expense of management and operation of said entire Washington Terrace, as determined by said Board of Directors in its absolute and uncontrolled discretion, which management and operation shall include whatever is determined by the Board of Directors of said Corporation to be necessary or convenient for the health or well-being of the occupants of the dwelling units and the lots upon which the same are located, constituting the subdivision of said Terrace, and also the expense of operating and the repair, maintenance and replacement of all of the facilities and utilities deemed necessary or proper by said corporation in its absolute and uncontrolled discretion; provided, however, that in no event shall the amount of the expense of management and operation of Washington Terrace by said Corporation exceed in any one year the

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amount which under the laws of the State of Utah at that time a city of the third class is permitted under such laws in force at that time to levy as taxes, and such amounts for such maintenance, management and operation shall constitute and be a lien upon the lots and each and every part thereof as shown by such subdivision plat, subject only to the mortgage thereon, and this covenant shall continue in existence until the said Washington Terrace Non-Profit Housing Corporation shall have ceased to manage and operate said property by the substitution therefor of a municipality under the laws of the State of Utah.

The payment of said managing and operating expenses is and shall be construed to be in lieu of the taxes which would have to be paid because of the ownership of said lots to a municipality, if said subdivision were operated by a municipality, and at least coextensive therewith.

18. (FHA G-1). The Architectural Control Committee hereinbefore referred to is composed of the Board of Directors or its designees. The Board of Directors or its designees may designate a representative to act for it.

19. (FHA G-2). The Committees' approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

20. (FHA PART H-1) The covenants hereinbefore set out shall run with the land and shall be binding, as hereinbefore provided, upon all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. (FHA H-2). Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

22. The singular as used herein shall include the plural and the masculine the feminine whenever the context of any of these covenants so requires or indicates.

23. (FHA H-3). 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.

IN WITNESS WHEREOF, the said Washington Terrace Non-Profit Housing Corporation has caused this instrument to be executed by its President and attested by its Secretary for and in behalf of said corporation and under its corporate seal, pursuant to a resolution of its Board of Directors as of the 20th day of August, 1953.

WASHINGTON TERRACE NON-PROFIT HOUSING CORPORATION

By George H. Van Leeuwen
President



ATTEST:
Herbert W. Lane
Secretary

STATE OF UTAH)
) ss
COUNTY OF WEBER)

On the 27th day of July, 1954, personally appeared before me GEORGE H. VAN LEEUWEN and HERBERT W. LANE, who being by me duly sworn did say that they are the President and Secretary respectively of Washington Terrace Non-Profit Housing Corporation, a corporation, and that said instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and said GEORGE H. VAN LEEUWEN and HERBERT W. LANE and each of them acknowledged to me that said corporation executed the same.

Salvad B. Hansen
Notary Public
Residing at Ogden, Utah

My commission expires: September 29, 1954

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STATE OF UTAH) ss
COUNTY OF WEBER)
FILED AND RECORDED FOR
J. D. Maughan
AUG 16 4 06 PM '54

BOOK 452 of Records
PAGE 460

BOGART & CAMERON
COUNTY RECORDER
Oliver Hollands