

Recorded at Request of Edward M. Ashton Co

23 10A

at 10:41 AM Fee paid \$ 3.10

Hazel Taggart Chase, Recorder Salt Lake County, Ut.

C. J. Schmitt, Dep.

Book 518 Page 371 - Ref. 137-189-6

WESTMINSTER PARK

A Subdivision of Salt Lake County, Utah

Leans Bldg. Miscellaneous

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 1 to 12, both inclusive, Block 1, and also, all of Lots 1 to 14 both inclusive, Block 2, and also all of Lots 1 to 18 both inclusive, Block 3, WESTMINSTER PARK, 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 two (2) automobiles, except that one detached single family dwelling or a duplex may be erected on each of Lots 1, 2, 11 and 12, Block 1; Lots 1 and 14, Block 2; and Lots 1, 2, 3, 4, 5, 6, 7, 16, 17 and 18, Block 3.

II

A. Every dwelling erected on any of the following described lots: Lots 1 and 2, Block 1; Lots 1 and 14, Block 2, and Lots 16, 17 and 18, Block 3, shall have a ground floor square foot area, exclusive of open porches or attached garages, of not less than 1100 square feet in the case of a one story structure, nor less than 750 square feet in the case of a one and one-half or two story structure.

B. Every dwelling erected on any of the following described lots: Lots 3 to 12 both inclusive, Block 1, Lots 2 to 13, both inclusive, Block 2, and Lots 1 to 15 both inclusive, Block 3, shall have a ground floor square foot area, exclusive of open porches or attached garages, of not less than 1300 square feet in the case of a one story structure, nor less than 800 square feet in the case of a one and one-half or two story structure.

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 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 A. B. Malouf, David B. Ashton and Edward M. Ashton, 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 it fails to enjoy the erection of such building or the making of such improvements has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been complied with. Neither the members of such committee, nor the designated representative shall be entitled to any compensation for services rendered pursuant to this Covenant. The powers and duties of

This committee, and its designated representative, shall cease on and after January 1st, 1933. Thereafter, the approval described in this instrument shall not be required unless, prior to said date and effective date, a new instrument shall be executed by the then record owners 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 Westminster Park. 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 dwelling 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 6,000 square feet or a width of less than 55 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.

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 or any part thereof 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.

VIII

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the Committee hereinbefore named, such approval to be given in writing.

IX

No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than six feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

X

No refuse or other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

XI

No radio or other wires shall be maintained more than three (3) feet higher than the roof of any structure on any residential lot hereinbefore described.

XII

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until twenty-five (25) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XIII

If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five (25) years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XIV

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty five (25) years from the date hereof subject to automatic extension as provided in Paragraph XII hereof.

IN WITNESS WHEREOF, the undersigned, owners of the property described herein has caused these presents to be executed this 3rd day of October A. D., 1947.

[Handwritten signature]
Mima A. Malouf

STATE OF UTAH |
 | ss
County of Salt Lake |

On the 3rd day of October A.D., 1947, personally appeared before me A. E. MALOUF and MIMA A. MALOUF, his wife, the signers of the above instrument who duly acknowledged to me that they executed the same.

[Handwritten signature]
NOTARY PUBLIC

My commission expires: |
 | Mar. 26, 1951

Residence is: Salt Lake City, Utah