

Recorded at Request of Federal Homes, Inc. MAR 4 1948
at 1232P M. Fee paid \$ 4.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah
By C. Schott, Dep. Book 593 Page 148. Ref. 37-245-10-18

1112926

DECLARATION OF RESTRICTIONS
APPLICABLE TO
ROSE PARK, A SUBDIVISION
PLAT "B"

37-247-2m
37-250-2m
37-252-2m
37-255-2m
misc index #3

WHEREAS, the title to the following described property
situated in Salt Lake County, State of Utah:

Beginning at the Northeast corner of Block 17, Oakley, a subdivision of Part of Sections 26, 27, 34 and 35, Township 1 North, Range 1 West, Salt Lake Base & Meridian, running thence South 0 deg. 00'55" East 1268.03 feet; thence South 89 deg. 59'05" West 158.13 feet; thence South 0 deg. 00'55" East 100.0 feet; thence North 89 deg. 59'05" East 158.13 feet; thence South 0 deg. 00'55" East 908.61 feet; thence North 89 deg. 59'46" West 732.50 feet; thence North 0 deg. 00'55" West 262.60 feet; thence South 89 deg. 59'46" East 158.13 feet; thence North 0 deg. 00'55" West 50.0 feet; thence North 89 deg. 59'46" West 158.13 feet; thence North 0 deg. 00'55" West 125.0 feet; thence South 89 deg. 59'46" East 316.25 feet; thence North 0 deg. 00'55" West 75.0 feet; thence North 89 deg. 59'46" West 316.25 feet; thence North 0 deg. 00'55" West 1563.10 feet; thence South 89 deg. 59'50" East 158.13 feet; thence North 0 deg. 00'55" West 50.0 feet; thence North 89 deg. 59'50" West 158.13 feet; thence North 0 deg. 00'55" West 150.95 feet; thence South 89 deg. 59'50" East 416.25 feet; thence South 0 deg. 00'55" East 150.94 feet; thence South 89 deg. 59'50" East 158.13 feet; thence North 0 deg. 00'55" West 150.94 feet and thence South 89 deg. 59'50" East 158.12 to point of beginning. From the tract of land described by the foregoing description there shall be excluded the following described parcel: Beginning at a point North 0 deg. 00'55" West 445.66 feet from the Southwest corner of Block 13 of a Subdivision known as part of Blocks 12 and 13, Oakley, A Subdivision of part of Sections 26 and 35, Township 1 North, Range 1 West, Salt Lake Base & Meridian, running thence North 89 deg. 59'05" East 158.13 feet; thence North 0 deg. 00'55" West 50.0 feet; thence South 89 deg. 59'05" West 158.13 feet and thence South 0 deg. 00'55" East 50.0 feet to the point of beginning.

now stands of record in the name of Rose Park, Inc., and Federal Homes, Inc., Utah Corporations.

WHEREAS, a subdivision known as ROSE PARK PLAT "B" has been created out of the above described property and a plat thereof recorded on the 4th day of MARCH, 1948, Entry No. 1112925 in the office of the Salt Lake County Recorder,

WHEREAS, the owners are desirous of creating restrictions and covenants affecting said property.

NOW, THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of Rose Park Plat B, a subdivision, the owners do hereby declare the property hereinabove described subject to the restrictions herein recited, which restrictions shall operate as a blanket encumbrance upon the said property and shall be deemed to be incorporated by reference in

in all conveyances of said property, or any part thereof, and all conveyances of said property, or any part thereof, shall be subject to said restrictions, which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, its successors and assigns and grantees, who are or become owners of any lots in said subdivision. The restrictions are as follows:

A. All lots in the tract shall be known and described as residential lots, except Lot 10, Block 1, which shall be used for commercial purposes.

B. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling or one detached 2-family dwelling not to exceed two stories in height and a private garage for not more than two (2) cars, and other structures as provided in paragraph H.

C. No building, outhouse, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall there be any changes made to the exterior by way of alteration, addition, repairing, remodeling or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications therefor, including front, side and rear elevations and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval, and approved in writing by a committee, which committee is provided for in Paragraph G.

D. In the event the proposed improvement be only for repainting or redecorating the exterior of such structure without remodeling or changing it, or making additions thereto, it shall be necessary to file in duplicate the color schemes of such proposed work and have the same approved in writing prior to the commencement of such work.

E. The committee shall endorse the plans and specifications.

32

H. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat except on corner lots. In any event, no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor nearer than fifteen feet to any side street line. No building, except a detached garage or other outbuilding located fifty feet or more from the front lot line, shall be located nearer than 5.0 feet to any side lot line.

I. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.

J. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

K. 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. Nor shall any house be moved upon any lot or any part of a lot in this subdivision unless permission is given by committee mentioned above in Paragraph G.

L. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless and until written approval shall have been secured from the committee.

M. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as in Paragraph H hereof permitted) shall be kept or maintained on any part of said property.

N. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The committee shall have the right to determine what is a reasonable number of

and poultry may not be kept upon any lot for any purpose, unless and until authorized in writing by the committee, and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any swine, or other noisy fowl, be kept for any purpose on any lot.

8. No dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of one-story open porches and garages, which shall be less than 600 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half or two story structure.

9. Easements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance.

10. No person of any race or nationality other than the White or Caucasian Race, shall use or occupy any building plot or lot or any portion thereof, except that this covenant shall not prevent occupancy by domestics of a different race employed by the owner or tenant.

11. No signs, billboards, or advertising structures may be erected or displayed on any of the lots except Rose Park Project signs and signs in connection with business properties and except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot/^{or house for sale or} ~~for sale or lease~~ for rent, may be displayed on the premises affected, nor shall any trash, ashes or any other refuse be thrown or dumped on any lot or any part thereof.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically renewed for successive periods of ten years unless by vote of the owners of the lots it is agreed to change or terminate the same in part.

These covenants shall be binding on the heirs, assigns, or their heirs or assigns of the owners of the lots, and on all persons claiming under them, and shall be enforceable by any of the owners of the lots.

33

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 so doing 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.

The restrictions herein contained shall be known to be in addition to and not in conflict with the zoning ordinance now in force as enacted by Salt Lake City, Utah.

EXECUTED this 15th day of February, 1945:

Signed

ROSE PARK, INC.

By Alan E. Breckbank
President

Attest:

Howard J. Layton
Secretary

FEDERAL HOMES, INC.

By Alan E. Breckbank
President

STATE OF UTAH

(SS.

COUNTY OF SALT LAKE

On the 15th day of February, 1945, personally appeared before me Alan E. Breckbank and Howard J. Layton, who being by me duly sworn did say, each for himself, that he, the said Alan E. Breckbank is the president, and he, the said Howard J. Layton is the secretary of Rose Park, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Alan E. Breckbank and Howard J. Layton each duly acknowledged to me that said corporation executed the same.



Comm. expires: 8-14-50

Louise Butterworth
Notary Public
Residing at Salt Lake City, Utah.

STATE OF UTAH

(SS

COUNTY OF SALT LAKE

On the 15th day of February, 1945, personally appeared before me Alan E. Breckbank, who being by me duly sworn did say, that he, the said Alan E. Breckbank is the president of Federal Homes, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Alan E. Breckbank duly acknowledged to me that said corporation executed the same.



Comm. expires: 8-14-50

Louise Butterworth
Notary Public
Residing at Salt Lake City, Utah.