

Recorded at Request of

CARDON ABSTRACT CO.

JAN 10 1947

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Mazel Tarrant Clerk Recorder Salt Lake County, Utah

By P. L. Schmitt Dec.

Book 715 Page 280

Rel. 134-275-2

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was included

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

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

Beginning at a point S. 89 deg. 59' 05" W. 330.0 feet from the Southeast corner of Block 93, Plat C, Salt Lake City Survey, running thence S. 89 deg. 59' 05" W. 365.0 feet; thence N. 0 deg. 00' 55" W. 371.0 feet; thence S. 89 deg. 59' 05" W. 224.65 feet; thence S. 0 deg. 00' 55" E. 206.0 feet; thence S. 89 deg. 59' 05" W. 611.0 feet; thence S. 0 deg. 00' 55" E. 40.0 feet; thence S. 89 deg. 59' 05" W. 193.42 feet; thence N. 0 deg. 00' 55" W. 31.0 feet; thence S. 89 deg. 59' 05" W. 190.0 feet; thence S. 0 deg. 00' 55" E. 156.0 feet; thence S. 89 deg. 59' 05" W. 352.05 feet; thence N. 0 deg. 00' 55" W. 1505.0 feet; thence N. 89 deg. 59' 05" E. 2096.15 feet; thence S. 0 deg. 00' 55" E. 355.13 feet; thence S. 89 deg. 59' 05" W. 130.0 feet; thence S. 0 deg. 00' 55" E. 365.87 feet; thence S. 89 deg. 59' 05" W. 35.0 feet; thence S. 0 deg. 00' 55" E. 591.0 feet; thence S. 89 deg. 59' 05" W. 165.0 feet and thence S. 0 deg. 00' 55" E. 155.0 feet to the point of beginning. From the tract of land described by the foregoing description there shall be excluded the following described parcels: (1) Beginning at a point S. 89 deg. 59' 05" W. 125.0 feet from the Southeast corner of Lot 7, Block 92, Plat C, Salt Lake City Survey, running thence S. 89 deg. 59' 05" W. 125.0 feet; thence N. 0 deg. 00' 55" W. 50.0 feet; thence N. 89 deg. 59' 05" E. 128.0 feet and thence S. 0 deg. 00' 55" E. 50.0 feet to the point of beginning; (2) beginning at a point S. 89 deg. 59' 05" W. 128.0 feet and N. 0 deg. 00' 55" W. 75.0 feet from the Southeast corner of Lot 7, Block 92, Plat C, Salt Lake City Survey, running thence S. 89 deg. 59' 05" W. 128.0 feet; thence N. 0 deg. 00' 55" W. 75.0 feet; thence N. 89 deg. 59' 05" E. 125.0 feet; thence S. 0 deg. 00' 55" E. 75.0 feet to the point of beginning; (3) beginning at a point S. 0 deg. 00' 55" E. 82.5 feet from the Northwest corner of Lot 5, Block 92, Plat C, Salt Lake City Survey, running thence N. 89 deg. 59' 05" E. 141.0 feet; thence S. 0 deg. 00' 55" E. 82.50 feet; thence S. 89 deg. 59' 05" W. 15.0 feet; thence S. 0 deg. 00' 55" E. 82.50 feet; thence S. 89 deg. 59' 05" W. 141.0 feet and thence N. 0 deg. 00' 55" W. 82.5 feet to the point of beginning; and (4) beginning at a point N. 89 deg. 59' 05" E. 225.0 feet from the Northwest corner of Block 301, Plat C, Salt Lake City Survey, running thence N. 89 deg. 59' 05" E. 72.0 feet; thence S. 0 deg. 00' 55" E. 111.0 feet; thence S. 89 deg. 59' 05" W. 72.0 feet and thence N. 0 deg. 00' 55" W. 111.0 feet to the point of beginning.

82.5 feet from the

now stands of record in the name of Rose Park, Inc., William G. Lichfield and Beulah M. Lichfield, his wife, Earl W. Harner and Habel S. Harner, his wife, and T. W. Fotheringham and Mae E. Fotheringham, his wife.

WHEREAS, a subdivision known as ROSE PARK has been created out of the above described property and a plat thereof recorded on the 10th day of January, 1947, Entry No. 1069084 Book No. in the office of the Salt/County Recorder.

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

NOW, THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of Rose Park, 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 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 13, Block 2 which shall be used for commercial purposes, and all of Block 10 which shall be used for religious or educational 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 N.

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.

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D. In the event the proposed improvement be only for re-painting 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, etc. on all work performed, whether for decoration or alteration, and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.

F. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this Declaration.

G. The Building and architectural committee shall be composed of Edward J. Holmes, Howard J. Layton, Stoyner Richards and Alan E. Brockbank, 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 thirty days after said plans and specifications have been submitted to it, or in any event, if 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 1st, 1976. Thereafter the approval

same date and effect as if they had been previously approved and consented 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. It is the intent of these Deed Restrictions to define the name "committee" wherever it appears in the Deed Restrictions, to mean the "building and architectural committee" referred to in this paragraph.

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 8-0 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 N 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 such animals. Rabbits 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 roosters, or other noisy fowl, be kept for any purpose on any lot.

O. 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 650 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.

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

Q. 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.

R. 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 for sale or house 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, 1976, at which time said Covenants shall be automatically extended for successive periods of ten 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 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 4th day of December, 1946.


Signed

ROSE FIRE, INC.

  
Alan E. Brockbank  
President


Attest:

  
Secretary

  
William G. Lichfield

  
Douglas M. Lichfield

  
Earl W. Harner

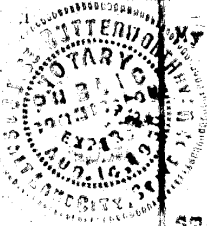
  
Mabel S. Harner

  
F. V. Fotheringham

  
Mabel S. Fotheringham

STATE OF UTAH  
(SS  
COUNTY OF SALT LAKE

On the 4th day of December, 1946, personally appeared before me Alan E. Brockbank and Howard J. Layton, who being by me duly sworn did say, each for himself, that he, the said Alan E. Brockbank 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. Brockbank and Howard J. Layton each duly acknowledged to me that said corporation executed the same.



My Comm. expires 8-14-50

Louise Buttenworth  
Notary Public  
Residing at Salt Lake City, Utah

STATE OF UTAH  
(SS  
COUNTY OF SALT LAKE

On the 4th day of December, 1946, personally appeared before me William G. Lichfield, and Beulah H. Lichfield, his wife, Earl W. Harmer and Mabel S. Harmer, his wife, and E. W. Fotheringham and Mae R. Fotheringham, his wife, known to me to be the persons who signed the above instrument, who duly acknowledged to me they executed the same.



My Comm. expires 8-14-50

Louise Buttenworth  
Notary Public  
Residing at Salt Lake City, Utah