

## 2280

## WEST PARK SUBDIVISION

PROTECTIVE COVENANTS

## TO WHOM IT MAY CONCERN:

Willard L. Sowards and Fannie Sowards, his wife, heretofore caused to be platted West Park Subdivision of Provo City, Utah County, Utah, according to the official plat thereof which was filed for record November 7, 1942, as entry No. 9099, records of Utah County, Utah.

Said property (with the exception of Lots 6 and 7, Block 1, owned by Neldon Smoot and Lola Smoot, his wife, and Lots 21 to 26 inclusive, Block 1, Lots 1 to 7 and Lots 27 to 34 inclusive, Block 3, and Lots 1 to 4 inclusive, Block 4, owned by Capitol Building Company, a corporation, who join herein) is owned by said Willard L. Sowards and Fannie Sowards and hereafter shall be held, owned and conveyed subject to the following protective reservations, restrictions and covenants, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, at which time said covenants shall be automatically terminated and ended.
2. If the parties hereto, or any of them, or their heirs, grantees 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.
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.
4. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.
5. No person or persons of any race other than the Caucasian Race shall use or occupy any structure in this subdivision, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.
6. 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 H. P. Anderson, W. V. Jensen and H. P. Thomas, 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 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 1, 1949. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this sub-

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division and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

7. 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. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

8. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 50 feet at the front building setback line.

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

10. 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.

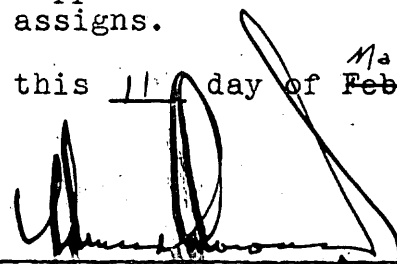
11. No dwelling costing less than \$3000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet.

12. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

13. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.


Said Neldon Smoot and Lola Smoot and said Capitol Building Company hereby consent to the foregoing and agree and declare the same shall fully apply to the lots owned by them, respectively, above described (and to their grantees, successors and assigns) as fully as the same applies to all other lots, blocks, grantees, successors and assigns.

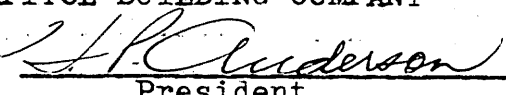
WITNESS our names and seals this 11 day of <sup>March</sup> February, 1943.

  
\_\_\_\_\_  
Willard L. Sowards

  
\_\_\_\_\_  
Fannie Sowards

  
\_\_\_\_\_  
Neldon Smoot

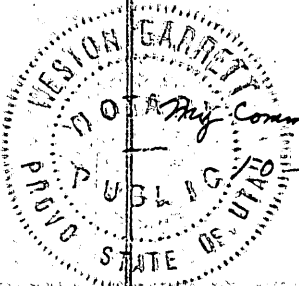
  
\_\_\_\_\_  
Lola Smoot

CAPITOL BUILDING COMPANY  
By   
\_\_\_\_\_  
President

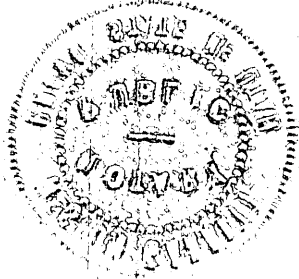
STATE OF UTAH )  
COUNTY OF UTAH ) ss

On the 11 day of March, 1943, personally appeared

196 before me Willard L. Sowards, Fannie Sowards, Neldon Smoot and Lola Smoot, the signers of the above instrument, who duly acknowledged to me that they executed the same. And on said day personally appeared before me H. P. Anderson, who being first duly sworn, did say that he is the President of Capitol Building Company, 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 H. P. Anderson acknowledged to me that said corporation executed the same.



*Weston Garrett*  
Notary Public, residing at  
*Provo, Utah*



*Capital Bldg  
Performance Bldg  
J. J. C. C.*

*Fee  
\$3.80*

1943 MAR-12 PM 3:14

*Elmer H. Tipton*  
RECORDED  
ELMER H. TIPTON  
RECORDERS  
SALT LAKE CITY

2280

14688-Townsend

2294

### SALE CONTRACT

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THIS CONTRACT made and entered into in duplicate this 30th day of October, 1942, by and between Pearle M. Townsend, c/o Miller & Viele, Salt Lake City, State of Utah, party of the first part, and Myron Christensen of Santaquin State of Utah party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of Thirty Three Hundred Dollars (\$3,300.00), to be paid as hereinafter provided, and of the covenants to be performed by the said party of the second part, as hereinafter expressed, hereby agrees to sell and convey to the said party of the second part, all that certain tract or parcel of land lying and being in the County of Utah State of Utah, described as follows, to-wit:

The Southwest Quarter of Northwest Quarter of Section Thirty Four, Township Nine South, Range One East of the Salt Lake Meridian. Together with all ditch and water rights of every nature, however evidenced, belonging to said land.

Subject to rights of way, if any, for ditches, lanes, roads, or other purposes now existing along, over or across any part of said land. And the party of the second part hereby covenants and agrees to purchase of the party of the first part, the above

Thirty Three Hundred DOLLARS, as follows Four Hundred DOLLARS,

on or before the execution of this contract and Twelve Hundred Fifty Three & 76/100 DOLLARS, payable at the office of Miller & Viele, in Salt Lake City, Utah, with

interest at the rate of six per centum per annum from November 1, 1942, payable in annual installments of principal ~~xxxxxxx~~ as follows, to-wit:

The first installment being for Five Hundred DOLLARS,

~~xxxxxxx~~ DOLLARS,

~~xxxxxxx~~ DOLLARS, and the remaining one installment Seven Hundred Fifty Three & 76/100 DOLLARS, ~~xxx~~

The first installment being due May 1, 1943 and the second ~~xxxxxxx~~

installment ~~xxx~~ being due on or before May 1, 1944, Interest accrued shall be paid with each.

The remainder of purchase price is covered by purchaser assuming the present mortgage on said property, owing to the Federal Land Bank of Berkeley, the amount of said indebtedness being \$1646.24 on November 1, 1942, which mortgage, and the instalments payable thereunder, are hereby assumed by second party.