

5015

DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS APPLYING TO WASATCH GARDENS SUBDIVISION

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district, and

WHEREAS, it is proposed that said district and section of land shall have a protective covenants applying to and running with said land, and binding upon all parties, their heirs, successors, and assigns,

NOW, THEREFORE: The signers hereto in consideration of their mutual promises and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

Commencing 1055.08 feet south and 168.72 feet West of the Northeast corner of Section 7 Township 7 South, Range 3 East of the S.L.B.&M, thence, N.88°50'W 610.91 feet; thence, North 194 feet; thence N.88°50'W 50 feet; thence, South 194 feet; thence N.88°50'W 94.37 feet; thence, South 15.72 feet; thence, N.88°50'W 115.5 feet, thence, S.0°18'W 22.7 feet; thence, N.88°50' W 206.27 feet; thence, N.0°18'W 47.1 feet; thence, S.89°42'W 50 feet; thence, N.0°18'W 138 feet; thence, S.89°42'W 267.50 feet; thence, S.0°18'E 267.88 feet; thence, N.88°50'W 335.13 feet; thence S.4°35'E 159.09 feet; thence, S.89°42'W 349.71 feet; thence, S.33°E 59.61 feet; thence, N.89°42'E 493.0 feet; thence, S.0°18'E 237.1 feet; thence, N.88°42'E 254.2 feet; thence, South 7.5 feet; thence, N.89°42'E 1011.9 feet; thence, North 25 feet, thence, N.12°E. 60 feet; thence N.20°E 70 feet, thence, N.33°E 95 feet; thence, N.42°E. 85 feet; thence, N.38°E 105 feet; thence, N. 21°21'E 175.7 feet to beginning.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said covenants shall be automatically extended for successive periods of 10 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 doing so 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.

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 and one-half stories in height and a private garage for not more than 2 cars.

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B - 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 Russell Varsi, Mark Eggertsen, Carl P. Martineau, 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, of 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, 1950. 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 subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- C No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line. No building other than a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 6 feet to any side lot line.
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D No residential structure shall be erected or placed on any building plot, which plot has area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.
- E 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.
- F 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.
- G No dwelling costing less than \$3500.00 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 720 square feet.
- H An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- I No person who is of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner

344 or tenant.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 4th day of May, 1943.

*Carl P. Martineau*  
Carl P. Martineau

*Gladys G. Martineau*  
Gladys G. Martineau

*D. Spencer Grow*  
D. Spencer Grow

*Arta L. Grow*  
Arta L. Grow

STATE OF UTAH )  
                  ) : -SS  
COUNTY OF UTAH )

On the 4th day of May, A. D. 1943,  
personally appeared before me Carl P.  
Martineau and Gladys G. Martineau, his

wife, D. Spencer Grow, and Arta L. Grow, his wife, the signers of the  
above instrument, who duly acknowledged to me that they executed the  
same.

My Commission expires



*July 27, 1944*

*Carl P. Martineau*  
Notary Public

Residing at: *Provo, Utah*

*(Mirrored bleed-through text from the reverse side of the page)*

5015  
MAY 15 1943  
RECORDED  
INDEXED  
OFFICE OF THE COUNTY CLERK  
UTAH COUNTY, UTAH

5112

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

IN AND FOR

UTAH COUNTY, STATE OF UTAH

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STATE SAVINGS AND LOAN  
ASSOCIATION, a corporation

Plaintiff

-vs-

STEPHEN LUKE, otherwise known  
as Stephen W. Luke and  
ALBERTA LUKE, his wife, and  
G. R. TAYLOR,

Defendants

LIS PENDENS

Notice is hereby given that a suit has been commenced  
in said court by the above-named plaintiff against the above-named