

902990

Recorded at Request of Federal Homes Inc APR 24 1941
 at 4:11 P.M. Fee paid \$ 2.90 Cornelia S. Lund, Recorder S. L. County, Utah
 By R. Pratt, Dep. Book 268 Page 539 Ref. # 24-297-1

DECLARATION OF RESTRICTIONS
 APPLICABLE TO
 WESTWOOD PARK SUBDIVISION

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

All of Lot 20, Block 7, Five Acre Plat "A",
 Big Field Survey,

now stands of record in the name of Federal Homes, Inc., and

WHEREAS, a subdivision known as Westwood Park Subdivision has been created out of the above described property and a plat thereof recorded on the 24 day of April, 1941, in Book as entry number 902989 of Maps, page 539, in the office of the Salt Lake County Recorder, and

WHEREAS, the owner is 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 Westwood Park Subdivision, Federal Homes, Inc., a corporation, does 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. No building shall be erected, altered, placed or permitted to remain on any residential lot, other than

-2-

one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars, and chicken coops not to exceed in all 400 square feet in area.

B. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Alan E. Brockbank, S. Grover Rich and D. Eugene Livingston, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to property and building setback lines. In case of the death, resignation, incapacity or refusal of any member or members of the committee to act, the remaining member or members shall have the authority to fill the vacancy or vacancies created. The nomination shall be in writing and filed for record in the office of the Salt Lake County Recorder. If the aforesaid committee, its successor or authorized representatives, fails to approve or disapprove such design and location within thirty days after the date of issuance of a building permit by Salt Lake City, Utah, or 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. Said committee shall act without compensation for a period of seven years from the date of the recording of this instrument, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may nominate their authorized representative. Said nomination shall be in writing and filed for record in the office of the Salt Lake County Recorder. Said representative shall thereafter have all the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

-3-

C. 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. No building shall be located nearer than five feet to any side lot line, except that the side line restriction shall not apply to a detached garage or other outbuilding located eighty feet or more from the front lot line. Garages build on Lots 2 and 26 shall be attached to the houses.

D. The front line of a residence shall not be set back more than thirty-five feet from the front line of the lot.

E. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line.

F. 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.

G. No person of any race other than the Caucasian 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 or tenant.

H. 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.

I. No building costing less than \$2,500.00 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 not be less than 600 square feet.

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

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for other person or persons owning any real property situated in said subdivision to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any one or more of these covenants by judgment of court shall in no wise affect any of the remaining covenants.

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 24 day of April, 1941.

FEDERAL HOMES, INC.

Alan E. Brockbank
Alan E. Brockbank, President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 24 day of April, 1941, personally appeared before me ALAN E. BROCKBANK, who being by me duly sworn did say that he is the President of Federal Homes, Inc., and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Alan E. Brockbank duly acknowledged to me that said corporation executed the



Harold S. ...
NOTARY PUBLIC