

APR 18 1990
 Recorded at _____
 Request of MOBILE ASSURANCE CO.
 \$ 340
 REC.

RESTRICTIONS

for

WHITE CITY NO. 12 SUBDIVISION
 a Subdivision of Salt Lake County, Utah

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners (M. Kenneth White and Ada Marie White, his wife; and Dr. L. H. O. Stobbe and Augusta N. Stobbe, his wife) of the following described real property in Salt Lake County, Utah;

All of Lots 1 to 62, both inclusive, and Lots 64 to 107, both inclusive, WHITE CITY NO. 12 SUBDIVISION, according to the official plat on file in the Office of the Salt Lake County Recorder,

are desirous of creating restrictions and covenants affecting said property.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants.

A. All of the lots in said subdivision above mentioned 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 and a one or two car garage.

B. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building shall be located nearer than 8 feet to any side lot line, except an attached garage, carport, or patio, which shall not be located nearer than 3 feet to any side lot line, and a detached garage, carport or patio located 60 feet or more from the front lot line.

C. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans 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 M. KENNETH WHITE, ADA MARIE WHITE, JOHN E. PAPANIKOLAS and NICK E. PAPANIKOLAS or by a representative designated by a majority of the members of said committee. 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 have 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. 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 or location or to designate a representative with like authority. 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 its designated representative, shall cease on and after February 1st, 1990, 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 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.

D. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named. Such approval to be given in writing.

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 out-building 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 750 square feet in the case of a one-story structure, nor less than 600 square feet in the case of a one and one-half story structure.

PAGE 2 - RESTRICTIONS CONTINUED FOR
WHITE CITY NO. 12 SUBDIVISION

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1st, 1990, 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.

I. It 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 persons or persons owning any real property situate 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.

J. 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.

IN WITNESS WHEREOF, the undersigned have duly executed this document this 12th day of April, A. D. 1961.

M. Kenneth White
M. KENNETH WHITE

Ada Marie White
Ada Marie White

Dr. L. H. O. Stobbe
Dr. L. H. O. Stobbe

Augusta N. Stobbe
Augusta N. Stobbe

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this 12th day of April, A. D. 1961, personally appeared before me, M. KENNETH WHITE and ADA MARIE WHITE, his wife, the signers of the within and foregoing instrument who duly acknowledged to me that they executed the same.

My Commission Expires April 15th, 1964

P. J. Sullivan
Notary Public.
Residing at Salt Lake City, Utah

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this 12th day of April, A. D. 1961, personally appeared before me, Dr. L. H. O. Stobbe and Augusta N. Stobbe, his wife, signers of the within and foregoing instrument who duly acknowledged to me that they executed the same.

My Commission expires April 15, 1964

P. J. Sullivan
Notary Public
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