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BOOK 1546 PAGE 611

Recorded OCT 2 1958 at 3:21 P. M.
Request of SECURITY TITLE COMPANY
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 3.12 By *Hazel Taggart Chase* Deputy
Ref.

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Salt Lake County, Utah, to-wit:

All Lots in WHITE CITY NO. 5 SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder of said County.

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 lots in said subdivision 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 40 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 October 1, 1959, thereafter, the approval described in this covenant shall be required unless prior to said date and effective thereon, a written instrument shall be executed by the thenowners 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.

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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.

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until October 1, 1988, 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. 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.

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.

M. Kenneth White
M. Kenneth White

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

Ada Marie White
Ada Marie White

Augusta Stobbe
Augusta Stobbe

Magna Investment and Development Corporation

By: *John E. Papanikolas*

STATE OF UTAH)
County of Salt Lake)

On the 20th day of September, 1938, personally appeared before me, M. Kenneth White and Ada Marie White, his wife, Dr. L. H. O. Stobbe and Augusta Stobbe, his wife, four of the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Robert W. Halliday
Notary Public
Residing at Salt Lake City, Utah
My Commission Expires: 12-21-59

STATE OF UTAH)
County of Salt Lake)

On the 29th day of September, 1938, personally appeared before me John E. Papanikolas, who being by me duly sworn did say, that he, the said John E. Papanikolas is the Vice President of Magna Investment and Development Corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said John E. Papanikolas duly acknowledged to me that said corporation executed the same.

Robert W. Halliday
Notary Public
Residing at Salt Lake City, Utah
My Commission Expires: 12-21-59

