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BOOK 1648 PAGE 98

SEP 11 1959

Recorded at 12:04 p.m.
Request of
For Paid, Nellie M. Jack
Recorder, Salt Lake County, Utah
\$ 3.92 By Ann F. Mann Deputy
R E S T R I C T I O N S Book Page Ref.

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 SOUTH MORNINGSIDE HEIGHTS NO. 4, according to the official plat thereof, recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and covenants covering said property.

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

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until January 1, 1989, at which time said covenants shall be automatically extended for successive periods of ten 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.

2. 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 on the above described tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants 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 above described 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 two stories in heights and a private garage for not more than two cars.

5. No building shall be erected, placed or altered on any building plot in the above described property 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 said property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of John O. Speck and Beverly Speck and 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 thirty 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 or after January 1, 1989. 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 above described and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(Continued)

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6. No building shall be located on any residential building lot described above nearer than twenty feet to the front lot line, excluding porches, cornices, spoutings, chimneys, and purely ornamental projections. No building except a detached garage or other outbuilding located seventy feet or more from the front lot line shall be located nearer than eight feet to any side lot line, except that if a garage is attached to and made a part of a residential structure the building may be located within three feet of any side lot line. No residence shall be erected on any of the above lots farther than fifty feet from the front lot line.

7. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 8,000 square feet or a width of less than sixty-five feet at the front building setback line.

8. 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. The maximum heights on any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front setback line.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the said 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.

10. No dwelling shall be permitted on any of the above described lots in said subdivision unless ground floor area of the main structure, exclusive of one story open porches and garages, shall be in excess of 1,000 square feet in the case of a one story structure, or in excess of 950 square feet in the case of a one and one-half or two story structure.

11. An easement is reserved over the rear five feet of each of the above named lots for utility installation and maintenance and drainage.

12. No provision shall be made on any of the above described lots for the raising of poultry, or the housing of cows, horses or other livestock.

13. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

WITNESS OUR HANDS this day of , 1959.

JOHN O. SPECK, INC.

John O. Speck

JOHN O. SPECK, President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the day of , 1959, personally appeared before me JOHN O. SPECK, who being by me duly sworn did say that he, the said JOHN O. SPECK, is the President of JOHN O. SPECK, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said JOHN O. SPECK duly acknowledged to me that said corporation executed the same.

Walter D. Lambert

NOTARY PUBLIC

My commission expires July 28, 1962

Residing in Salt Lake City, Utah

