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Recorded at Request of SECURITY TITLE CO. (Order No. 12722) AUG 7 1951
at 1:40 PM, Fee Paid \$ 3.40 Hazel Taggart Chase, Recorder Salt Lake County, Utah.
By: George H. Alquist Deputy Book 873 Page 85 Ref.
Return to: K. White

PROTECTIVE COVENANTS

H. KENNETH WHITE and ADA MAILE WHITE, his wife, of Salt Lake County, State of Utah, the owners of East Morningside Heights, a subdivision in Salt Lake County, Utah, in consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until August 1, 1971, 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 in 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 or restrain them from so doing or to recover damages or other relief for such violation.

3. Any violation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

4. All lots above described lots in the tract shall be known and referred to as residential lots, except Lot 42-A which is designated and set aside for water facilities. No structures shall be erected, altered, or repaired or to remain on any residential building, except as a detached single-family dwelling not to exceed two stories in height, or private garage for not more than two cars.

5. No building shall be erected, placed or altered on any building site in the above-described property until the building plans, specifications, and other data showing the location of such building have been approved in writing as to conformity and harmony of entrance with existing structures in the said property, and the location of the building with respect to topography and finished ground level, by a committee composed of H. Kenneth White, or his alternate, designated by a majority of the members of the said committee. In the event of death or resignation of any member of said committee, the remaining member, or members of the said committee, shall have full authority 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 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. 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 August 1, 1955. Thereafter, the approval to allow in this covenant shall not be required unless, prior to said date, an 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.

6. No building shall be located on any residential building lot described above nearer than twenty feet to the front lot line, excluding porches, eaves, awnings, 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 one foot to any side lot line. No residence shall be erected on any of the above lots father than forty feet from the front lot line.

7. No residential structure shall be erected or placed on any of the above-described lots which plot has an area of less than 5,000 square feet or a width of less than fifty 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.

9. No trailer, caravan, tent, shack, garage, barn or other outbuilding erected hereon shall at any time be used as a residence temporary or permanent, nor shall any structure of a temporary character be used as a residence.

10. No animal, other than a dog, shall be permitted on any of the above-described lots or subdivisions. The ground floor area of the building shall be exclusive of one-story open porches be at least 100 square feet or 150 square feet in the case of a one-story building. In the case of a two-story building the ground floor area shall be at least 100 square feet in the case of a one-story building and 150 square feet in the case of a two-story building.

11. An enclosure shall be provided for the storage of each of the above named laws for utility installation or maintenance.

12. No permanent privy shall be located on any of the above described lots for the raising of poultry, or the raising of cows, horses or other livestock.

13. No trash, refuse or other material shall be thrown or dumped on any of the above-described lots.

M. Kenneth White

Ada Marie White

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 10th day of August, A. D. 1971, personally appeared before me M. Kenneth White, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

M. Kenneth White
M. Kenneth White
Residing at Salt Lake City, Utah

By commission expires:

