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Recorded APR 9 1955 at 11:33 A. M.
Request FIRST SECURITY BANK OF UTAH, N. Y.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 5.30 By J. J. Timmerman Deputy
Book 1183 Page 154 Ref.

PROTECTIVE COVENANTS

JOHN O. SPECK and BEVERLY SPECK,
M. KENNETH WHITE and ADA MARIE WHITE,
WM. P. TIMMERMAN and MARY E. TIMMERMAN,

TO WHOM IT MAY CONCERN:

We, the owners of the following described property:-

All of Lots 24 to 31, inclusive, and all of Lots 32 to 57, inclusive, South Morningside Heights Subdivision No. 2 according to the official plat thereof.

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 February 1, 1975, 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 height 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 Jim White, 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 February 1, 1975. 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.

6. No building shall be located on any residential building lot described above nearer than twenty-five 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 forty 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, 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 1,100 square feet in the case of a one story structure, or in excess of 1,050 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.

12. No permanent 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.

14. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Board of Health of the State of Utah. Approval of such system as installed shall be obtained from such authority.

John O. Speck
Beverly Speck
W. Kenneth White
Ada Marie White
Wm. P. Timmerman
Mary E. Timmerman

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 9th day of April A.D., 1955, personally appeared before me, JOHN O. SPECK and BEVERLY SPECK, husband and wife, M. KENNETH WHITE and ADA MARIE WHITE, husband and wife, and WM. P. TIMMERMAN and MARY E. TIMMERMAN, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
July 28, 1958



Howard H. Lambert
Notary Public
Residing in Salt Lake City, Utah