

MAIL TO County Republic Club JUN 8 1960 at 2:48 P.M.
1805 Duane St. Request of John E. Papanikolas
RESTRIC TIONS Fee Paid, Nellie M. Jack
Recorder, Salt Lake County, Utah
\$ 4.40 By John E. Papanikolas Deputy
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1720388

KNOW ALL MEN BY THESE PRESENTS:

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

All Lots of WHITE CITY NO. 9, a subdivision according to the plat thereof recorded in the office of the County Recorder of Salt Lake County;

and are desirous of creating restrictions and covenants affecting said property.

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

A. All of Lots 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, and John E., & 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 May 1st. 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 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 hereinafter described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

E. Not more than one dwelling shall be erected on any one building lot.

F. 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 height of 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.

G. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

H. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not 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.

I. Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by a health authority. Also, to be constructed in accordance with FHA Form 2084c.

J. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 16th, 1989, 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.

K. 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.

L. 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.

WITNESS our hands this 25th day of March, A.D., 1959.

M. Kenneth White
M. KENNETH WHITE

Ada Marie White
ADA MARIE WHITE

MAGNA INVESTMENT & DEVELOPMENT COMPANY

By: John Papanikolas

CANNON-PAPANIKOLAS CONSTRUCTION COMPANY,
A Partnership

By: John E. Papanikolas
JOHN E. PAPANIKOLAS, General Partner

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

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On the 7th day of June, A.D., 1959, personally appeared before me, M. KENNETH WHITE and ADA MARIE WHITE, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission Expires:

April 26, 1961

Mary Jane Patton
Notary Public

Residing in: Salt Lake City, Utah.

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

On the 20th day of May, A.D., 1959, personally appeared before me JOHN E. PAPANIKOLAS, who being by me duly sworn, did say that he is a general partner of the firm of MAGNA INVESTMENT & DEVELOPMENT COMPANY, a partnership, and that the foregoing instrument was signed in behalf of said partnership and the said JOHN E. PAPANIKOLAS duly acknowledged to me that he executed the same for and in behalf of said partnership.

My Commission Expires:

Mary Jane Patton
Notary Public

Residing in: Salt Lake City, Utah.

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

On the 20th day of May, A.D., 1959, personally appeared before me JOHN E. PAPANIKOLAS, who being by me duly sworn, did say that he is a general partner of the firm of CANNON-PAPANIKOLAS CONSTRUCTION COMPANY, a partnership and that the foregoing instrument was signed in behalf of said partnership and the said JOHN E. PAPANIKOLAS duly acknowledged to me that he executed the same for an in behalf of said partnership.

My Commission Expires:

Mary Jane Patton
Notary Public

Residing in: Salt Lake City, Utah.