

Recorded at Request of WOODROW D. WHITE AUG 31 1961

1956075 at 9.00 M Fee paid \$ 3.90 381 So. STATE ST. Hazel Taggart Chase, Recorder Salt Lake Co.

By L. M. [Signature], Dep. Book 877 Page 643 Ref. _____

DEDICATION OF RESTRICTIVE COVENANTS

W. KENNETH WHITE and ANN MARIE WHITE, his wife, WOODROW D. WHITE and LAVONNE WHITE, his wife, and KARL B. WILE and DELSA G. HALE, his wife, all of Salt Lake County, State of Utah, the owners of the following described real property situate in Salt Lake County, State of Utah, to-wit:

Sunapele Heights, a subdivision of part of the Southeast quarter of Section 34, Township 1 South, Range 1 East, Utah, according to the official plat thereof on file with the Salt Lake County Recorder,

do hereby place the hereinafter recited restrictive covenants on the said described land:

(a) Lots 1 to 15a, inclusive, shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single-family dwelling, and a one or two car garage.

(b) No structure shall be erected on any residential lot nearer than 25 feet to the front street line, and not nearer than 5 feet to any side street line. In addition, no structure shall be erected 30 feet or more from the front lot line, and not nearer than 5 feet to any side residential lot line.

(c) No commercial or industrial enterprise of any kind shall be carried on any residential lot. This restriction, of course, shall not apply to lots 15a, which is a commercial lot. Nor shall anything be done on any residential lot which would constitute an annoyance or nuisance to the adjacent lots.

(d) No structure, including, but not limited to, garage, barn or other outbuilding shall be erected on any residential lot temporarily or permanently, nor shall any structure of a similar character be used as a residence.

(e) No dwelling containing more than 1,000 square feet shall be permitted on the following lots: 1 to 26, inclusive. No dwelling containing less than 1,100 square feet shall be permitted on the following lots: 27, 78, 79, 80, 100 to 124, inclusive, 125 to 131 inclusive, 150 to 153, inclusive. No dwelling containing less than 1300 square feet shall be permitted on any of the other residential lots in the tract. No structure shall be built upon any residential building lot containing more than two stories, and in the event of a two story structure

there must be at least 900 square feet on the ground floor. In computing square footage, the area involved in open porches or garages shall not be included.

(f) No fowls or animals except as pets shall be kept or maintained upon any residential lot.

(g) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(h) 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.

(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) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, 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.

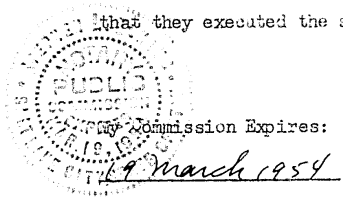
(k) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 30 day of August, 1951, at Salt Lake City, Utah.

M. Kenneth White
Ada Marie White
Karl B. Hale
Delva G. Hale
Woodrow D. White
Lavone White

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 30 day of August, 1951, personally appeared before me M. KENNETH WHITE and ADA MARIE WHITE, his wife; WOODROW D. WHITE and LAVONE WHITE, his wife, and KARL B. HALE and DELSA G. HALE, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Stephen Z. Ellis
Notary Public, residing at Salt Lake City,
Utah

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Abstract _____ Notes _____