

1314056

Recorded JAN 13 1953 at 10:20 a. m.
Request of SECURITY TITLE COMPANY
Fee Paid. Hazel Taggart Chase.
Recorder, Salt Lake County, Utah
\$ 2.80 By [Signature] Deputy
Book 979 Page 131 Ref. [Signature]

RESTRICTIONS AND PROTECTIVE COVENANTS

for

EL SERRITO SUBDIVISION NO.2

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, M. KENNETH WHITE and ADA MARIE WHITE, his wife, are the owners of the following described property in Salt Lake County, State of Utah, to-wit:

Lots 60 to 129, both inclusive, of EL SERRITO SUBDIVISION NO.2, according to the plat thereof recorded in the office of the County Recorder of said County;

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

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

A. All lots in the above described tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single or two-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed or altered on any building plot in this subdivision 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 subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of M. Kenneth White, Don H. Draper and Boyd W. Strong, or by a representative designated by 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 30 days after said plans and specification 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 and after January 1, 1973. 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 in this subdivision, and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, not nearer than 8 feet to any lot line; except that on corner building plots, no building shall be located nearer than 30 feet to the front lot line or nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than one foot to any side lot line. Any buildings located on Lots 117 to 129 inclusive shall face Santa Rosa Avenue, and shall have no vehicular access from 33rd South Street to the rear of said lots.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 65 feet at the front building setback line.

E. 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.

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

G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance, together with other easements, as shown upon the recorded plat of said El Serrito Subdivision No. 2.

I. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, 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.

J. 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.

K. Invalidation of any one of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated at Salt Lake City, Utah, this 12 day of January, 1953.

M. Kenneth White
Ada Marie White

STATE OF UTAH,)
)SS
County of Salt Lake,)

On the 12 day of January A. D. 1953 personally appeared before me M. KENNETH WHITE and ADA MARIE WHITE, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

My commission expires 12/10/55



Luella R. Skaggs
NOTARY PUBLIC, residing at
Salt Lake City, Utah