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Request of SECURITY TITLE CO. (Order No. 3935) JUN 20 1950
12:30 P.M. Fee Paid \$ 2.30 Hazel Taggart Chase, Recorder Salt Lake County, Utah
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DEDICATION OF RESTRICTIVE COVENANTS

M. KENNETH WHITE and ADA MARIE WHITE, his wife, and KARL B. HALE and
DELSA G. HALE, his wife, all of Salt Lake County, State of Utah, the owners of
the following described real property situated in Salt Lake County, State of
Utah, to wit:

Morning Side Heights, a subdivision of part of the South-
west Quarter of Section 35, Township 1 South, Range 1
East, Salt Lake Base & Meridian, according to the official
plat thereof on file with the Salt Lake County Recorder.

do hereby place the hereinafter designated restrictive covenants on all of the
said described land:

(a) All 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, 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 8 feet to any side
street line. No building, except a detached garage located 60 feet or more from
the front lot line, shall be located nearer than 3 feet to any side lot line.

(c) Not more than one dwelling shall be erected on any one building
lot.

(d) 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 annoy-
ance or nuisance to the neighborhood.

(e) No trailer, basement, tent, shack, garage, barn, or other out-
building 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.

(f) No dwelling costing less than \$7,000.00 shall be permitted on
any lot in the tract. 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.

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

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(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) 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.

(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 judgment 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 17 day of June, 1950.

M. Kenneth White

Ada Marie White

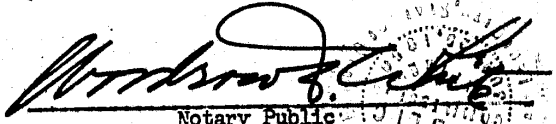
Karl B. Hale

Helen H. Hale

* 3 *

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

On this 17 day of June, 1950, personally appeared before me
M. KENNETH WHITE and ADA MARIE WHITE, his wife, and KARL B. HALE and DELSA G.
HALE, his wife, the signers of the within instrument, who duly acknowledged to
me that they executed the same.


Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:
6-25-50