

2028529

Filed APR 1 1977 at 5:00 P.M.  
Request of Halliday & Halliday  
KATIE L. DIXON, Recorder  
Salt Lake County, Utah  
\$ 21.00 By Patricia R. Brown Deputy  
REC

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, developers of White City No. 38 Subdivision, being the owners of the real property in Salt Lake County, State of Utah, described as follows, to-wit:

All of the lots of White City No. 38 Subdivision according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, Utah,

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions, and stipulations:

PART B. RESIDENTIAL AREA COVENANTS affecting all lots of WHITE CITY NO. 38 Subdivision

1. Land use and building type. No lot shall be used except for residential purposes. Except as herein provided, no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage and/or carport for not more than three vehicles. No split entry and no prefabricated, ready-built or existing house or dwelling shall be placed on any lot or lots in said subdivision; all construction shall be of new materials, unless prior approval by the Architectural Control Committee which may also give permission to build split entry or two story home, provided it does not interfere with the view of others. Garages may be built under low side of house on a steep hill.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and the finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved, or when the lot is in Sandy City, it must meet Sandy City Requirements. Approval shall be as provided in Part C. Dirt shall be built up and settled around the foundations causing the ground to slope away from the foundations so that water will drain away from the house for at least 4 feet before the ground levels off. Cement used in driveways must be of 6.3 bag mix and have a P.S.I. (pounds per square inch) strength of 2500 at 28 days later or more. No cement can be so wet or soupy as to have a slump of more than 4 inches in Sandy City's tester, and then be used in flat work on basements, steps, walks, and driveways.

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Homes are to be of good brick construction or the equivalent in quality in other stone, rock, or block that is of good appearance and quality and is agreeable to the Architectural Control Committee. No slump block or other block can be used without special permission of the Architectural Control Committee. Frame, wood, aluminum, stone, rock or other materials may be used around bay windows, windows, porches, entrance ways and other places to enhance the looks. Aluminum siding may be used on gable ends. Any area of more than 4 feet in width of board or aluminum must have Architectural Control Committee approval, when not being used on gable ends or garage doors. Other variations may be approved by the Architectural Control Committee as long as the homes are not degraded. A 6.3 bag mix of cement shall be used on the unfinished part of the curb and all of the sidewalks. Cement used in the curb and sidewalks must also pass the same slump test as cement used in other places of White City No. 38. All blocks of sidewalk and curb broken while a home is being built shall be replaced by the building contractor of that home.

3. Dwelling Cost, Quality, and Size. No dwelling shall be permitted on any lot having sale value of less than \$47,000.00, including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet. Houses must have a full basement, and no flat roofs unless special permission is given by Control Board.

4. Building Location.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to one interior lot line and 10 feet to the other, except that a one-foot minimum side yard shall be required for a garage or other permitted accessory building located 65 feet or more from the street property line. No building shall be located on any interior lot nearer than 7½ feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet, without prior written approval of the Architectural Control Committee, except that a dwelling may be

erected or placed on all corner and cul-de-sac lots, as shown on the recorded plat, provided that the above front and side yard clearances are maintained.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Architectural Control Committee shall be permitted in carports, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lot areas unless they are in running condition, properly licensed and are being regularly used.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, provided that a permanent hobby-shop may be constructed and used for purposes that are not noisy or offensive to the neighbors.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period, provided that one large sign may be placed at the entrance displaying the name of the subdivision.

10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other usual household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or are not a disturbance or nuisance to the neighbors.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in

sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free from trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored in any lot in view of the general public.

12. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained as sufficient height to prevent obstruction of such sight lines.

13. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Landscaping. Trees, lawns, shrubs, or other planting provided by the developer shall be properly nurtured and maintained and shall be replaced at the property owner's expense upon request of the Architectural Control Committee.

15. Slope and Drainage Control. No structure, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, so as to create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels to the detriment of others. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee shall be composed of Ralph C. Watson. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant hereto. At any time the then recorded owners of the majority of the lots in

said subdivision shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

2. Procedure. No building, outhouse, garage, fence wall, retaining wall, or other structure of any kind shall be added, erected, constructed, placed or maintained on said real property, or any part thereof, nor shall there be any change made to the exterior or improvements on the property by way of alteration, addition, repairing, remodeling, or adding, unless prior to the commencement of any construction, excavation, or other work, two (2) complete plans and specifications thereof, including front, side, and rear elevations and floor plans for each floor and basement, color scheme thereof, and two (2) plot plans indicating and fixing the exact location of such structure, or such altered structure, on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval and approved in writing by the Architectural Control Committee.

(a) In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (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 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. It is the intent of these restrictions to define the name "committee" wherever it appears in these restrictions, to mean the Architectural Control Committee referred to in Part C hereof.

3. Special permission is granted by the Control Committee for a windmill or other object (well kept and sightly) to be installed in the back yards or behind homes to generate electricity for that home's use. These must comply with location of building rules.

#### PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and to

restrain violation thereof and such action may be brought by any owner of an interest in any lot or lots in said subdivision.

3. Severability. 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.

The restrictions herein contained shall be in addition to and not in conflict with the zoning ordinances now in force as enacted by Salt Lake County and Sandy City, Utah.

IN WITNESS WHEREOF, the undersigned have executed these restrictions the 1st day of March, 1977.

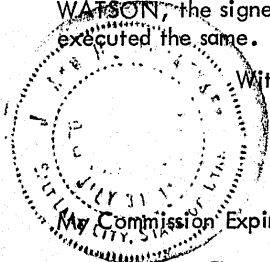
*Herbert H. Halliday, Trustee*  
Herbert H. Halliday, Trustee

*Ralph C. Watson*  
Ralph C. Watson

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

On the 1st day of March, 1977, personally appeared before me RALPH C. WATSON, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal this 1st day of March, 1977.

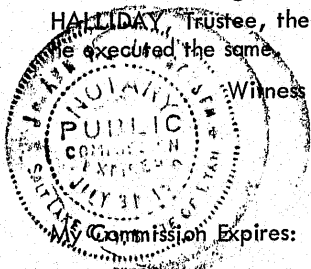


*John H. Johnson*  
Notary Public  
Residing at Salt Lake City, Utah

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

On the 1st day of March, 1977, personally appeared before me HERBERT H. HALLIDAY, Trustee, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal this 1st day of March, 1977.



*John H. Johnson*  
Notary Public  
Residing at Salt Lake City, Utah

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