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Recorded JUN 1 1977 at 10⁰⁸ a.m.
Request of The Heritage Property Co.
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 4250 By Patricia K. Brown Deputy
Patricia Brown

DECLARATION OF PROTECTIVE REF.

COVENANTS FOR WHITE CITY NO. 39 SUBDIVISION

535 & 4500
D120
84107

Recorded on the _____ day of _____, 1977.

Book _____ Page _____ as Entry No. _____.

Records of Salt Lake County, Utah.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following described real property situate in Salt Lake County, State of Utah, to-wit:
Commonly known as White City No. 39 Subdivision.

In consideration of the premises and as part of the general plan for Improvement of the property comprising of White City No. 39 Subdivision, we do hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height with a private garage for not less than two vehicles and for not more than four vehicles.

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 upon the lot have been approved by the White City No. 39 Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with typography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot near to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

3. Dwelling Quality and Size.

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of open porches and garages are less than 1,200 square feet for single story, split level or split entry structures or less than 1000 square feet for two story structures.

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4. Building location.

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

(b) No building shall be located nearer than 8 feet to an interior lot line or nearer than 15 feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and porches shall not be considered as a 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 any other lot.

5. Construction Time Following Purchase.

The grantee or grantees of any building lot within the subdivision shall within 12 months from the purchase date of said lot, commence construction or landscaping upon the first 50 foot frontage of purchased lot, and having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within 12 months from the date construction is commenced. In the event a residence is not constructed in accordance with the above terms and time allotted and is not completed within the term specified, the grantor, their heirs, devisees or assigns shall have the exclusive option to buy said property for the sum initially paid by the grantee in purchase of the property.

6. Easements.

For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots 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. Street Lighting.

The owner of each lot throughout the subdivision is required to install at the time of construction a specified design electric or gas street light upon their respective lots, situated within the front yard of the boundary of their property and shall maintain said street light or lamp at all times in a proper operative condition.

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8. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly in the opinion of the White City No. 39 Architectural Committee will be permitted 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 lots unless they are in running condition, properly licensed, and are being regularly used.

9. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

10. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and 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 of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

11. Animals and Pets.

Dogs, cats or other household pets may be kept as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owners' premises and under handlers control.

If in the opinion of the White City No. 39 Architectural Committee, any of the aforementioned animals or pets became an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of animals or pet permitted or elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

12. Landscaping.

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the White City No. 39 Architectural Committee.

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13. Subdivision of Lots.

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

PART B

WHITE CITY NO. 39 ARCHITECTURAL COMMITTEE

1. Membership.

The White City No. 39 Architectural Committee is comprised of R. LaMar Bradshaw, J. Larry Bradshaw, and A. Lear Thorpe. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services pursuant to this covenant.

2. Procedure.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event, is no suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C

GENERAL PROVISIONS

1. Term.

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement.

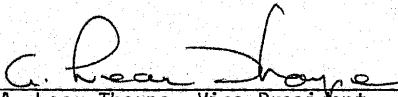
Enforcement shall be by proceedings at law or in equity against every person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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3. Severability.

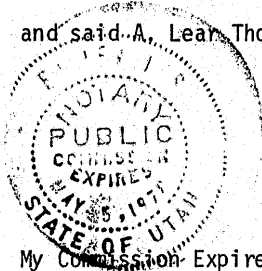
Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

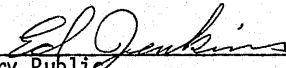
HERITAGE PROPERTY COMPANY


A. Lear Thorpe, Vice President

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

On the 26 day of May, 1977, personally appeared before me A. Lear Thorpe, who being duly sworn, did say that he is the Vice President of Heritage Property Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of the board of directors, and said A. Lear Thorpe acknowledged to me that he executed the same.




Notary Public

My Commission Expires: ~~October 27, 1978~~ MAY 5, 1978

Residing in: Salt Lake City, Utah