

CERTIFICATE OF USE RESTRICTIONS

July 1, 1947

BEFORE ME BY THESE PRESENTS:

Whereas the undersigned, PIONEER LAND COMPANY, a corporation of the State of Utah, is the owner of a certain parcel of real property situate in the county of Salt Lake, State of Utah, and described as follows, to wit:

All of lots 5 to 17 inclusive; 21 to 40 inclusive; lot 45; lots 50 to 56 inclusive; lots 58 to 68 inclusive; lots 88 to 102 inclusive in Skyline Heights, a subdivision of part of the NE 1/4 of Section 15, T1S-R1E, S1E & M.

And whereas said Pioneer Land Company, has subdivided said land into building lots in a subdivision designated as Skyline Heights, and has filed and recorded the plat thereof as required by law, and

Whereas, it is desired in connection with the platting and subdivision of said land and as part of a general building plan for the benefit and protection of the owners of the respective parcels, within said area to provide for certain use restrictions, which shall govern and control the use and enjoyment of the aforementioned lots within such subdivision.

Now, therefore, the undersigned, Pioneer Land Company, does hereby certify and declare that each and all of the aforementioned lots within such subdivision shall be owned, held and enjoyed by the successive grantees, thereof, their heirs and assigns subject to the following restrictions; which are to run with the land and which shall be binding on all parties and all persons claiming under them until January 1, 1973, at which time said covenants shall automatically be extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties, hereeto, 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 of the aforementioned lots situated in said 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.

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.

All the aforementioned 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 not to exceed two stories in height and a private garage for not more than three 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 J. Kenneth Thayne, O. M. Thayne and Wallace Thayne, or by a representative designated by a majority of the members 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 that has like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 90 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. 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 September 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. The committee shall decide the size and kind of shade trees to be planted.

C No building shall be located on any residential building plot nearer than 30 feet to the front line, nor nearer than 20 feet to any side street line; except that the building committee shall determine the setbacks on Lots 6, 14, 30 to 37, 67, 88, 50 to 54, action by the committee being necessary on these lots due to special topographic conditions requiring special study for each house.

D No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet or a width of less than 76 feet at the front building setback line, except that a residence may be erected or placed on lots 31 to 35 inclusive.

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.

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2 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.

3 The ground floor area of the main structure—except on lots 31 to 36 inclusive—exclusive of open porches and garage shall not be less than 1200 square feet, excepting where a two car garage of brick is attached and written permission from the building committee is given this area may be 1120 square feet. No more than a one-story structure shall be constructed without first getting written permission from the building committee, and, in case this permission is granted, the ground floor area of the main structure exclusive of open porches and garages shall be not less than 1100 square feet.

On lots 31 to 36 inclusive, the ground floor area of the main structure shall be not less than 1100 square feet exclusive of open porches and garages. No more than a one-story structure shall be constructed without first getting written permission from the building committee, and, in case this permission is granted, the ground floor area of the main structure exclusive of open porches and garages shall not be less than 950 square feet.

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

I No race or nationality other than the Caucasian race, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

In witness thereof said PIONEER LAND COMPANY, has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 1 day of July 1947.

PIONEER LAND COMPANY
BY Wallace Thayne
Vice President - Wallace Thayne
Kenneth Thayne
Secretary-Treasurer - Kenneth Thayne

ATTEST: Corporate Seal
Kenneth Thayne
Secretary-Treasurer

State of Utah)
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County of Salt Lake

On this 1 day of July 1947, personally appeared before me, the undersigned Notary Public in and for said County of Salt Lake of said State of Utah, Wallace Thayne, Vice-President and J. Kenneth Thayne, Secretary-Treasurer, of the Pioneer Land Company, a corporation, who did say that they are Vice-President and Secretary-Treasurer of the Pioneer Land Company, and that the accompanying instrument was signed on behalf of said corporation by authority of its board of directors and J. Kenneth Thayne acknowledged to be that said corporation

Notary Public
Edward M. Ashton
July 15 1947
Notary Public



In Request of

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