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Recorded at Request of Salpica Realty DEC 10 1963
at 1287 Fee Paid \$ 3.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
By Geo. E. Anderson Dep. Date 3471 South 970 West, Salt Lake City 19
PROTECTIVE COVENANTS

BOOK 2131 PAGE 402

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned are the owners of the following described real estate located in Salt Lake County, State of Utah, to-wit:

SUNNYVALE HEIGHTS SUBDIVISION #5,
according to the official plat thereof,

and are desirous of creating restrictions and covenants upon them until December 1, 1993, affecting said property.

NOW KNOWING, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

- A. All lots in the tract shall be known and described as singly family 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 one and one-half stories in height from street level and a private garage or carport for not more than two cars.
- B. No building shall be erected, placed or altered on any building plot in the above described property 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 said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of James D. Jamison, Dana Baker and Glen H. Seely, or by a representative designated by a majority of the members of said committee. In the event of the 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 within thirty 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 or after December 1, 1993. 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 above described and duly recorded appointing a representative who shall thereafter exercise the same powers previously exercised by said committee.
- C. No residential building shall be located on any residential building lot nearer than 30 feet to the front lot line, nearer than 8 feet to any side lot line, or nearer than 20 feet to any side street line. In the case of an attached garage or carport, it shall be no nearer than 30 feet to any side street line or nearer than 8 feet to any side lot line, total width of two side yards to be a minimum of 28 feet. Placement of detached garages or permitted accessory buildings shall be as provided by Salt Lake County Uniform Zoning provisions.
- 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 60 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 become an annoyance or nuisance to the neighborhood. No provision shall be made upon any dwelling lot for the raising of poultry or the housing of cows, horses or other livestock.

F. The maximum height on any fence installed shall be 6 feet and shall not extend forward of the front or side street setback line of a dwelling at a height greater than 3 feet.

G. No trailer, basement, tent, shack, garage, barn or other out buildings 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.

H. The original builder of a residence upon any of the residential lots of the area shall, when the residence is turned over to the first occupant, provide and plant a maple tree of at least one inch in caliper, such trees to be located between 5 and 10 feet of the back line of the sidewalk and between 10 and 15 feet of the side property line.

I. The ground floor area of the main structure, exclusive of one-story open porch and garages, shall not be less than 1000 square feet in the case of a one-story, one-family structure, nor less than 650 square feet in the case of a one and one-half story structure for one family.

J. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

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.

WITNESS the hands of said owners this 9 day of Dec. , 1963.

Glen M. Seely

STATE OF UTAH
COUNTY OF SALT LAKE }ss

On this 10th day of December, 1963 personally appeared before me Glen M. Seely, the signer of the within instrument who duly acknowledged to me that he executed the same.

Fred Jordan
NOTARY PUBLIC
COM. EXP. Oct. 13, 1966

