

Recorded at Request of Flyco Land & Development Corp.

at 10:25 A.M. For Paid \$ 4.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah

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BOOK 2335 PAGE 82

By Macmuse Dep. Date JUN 3 1965

PROTECTIVE COVENANTS covering all of Lots 1 through 214 inclusive of all VALLEY DOWNS SUBDIVISION NO. 1, in the County of Salt Lake, State of Utah, recorded as Entry No. 2667330, Book of official records, 3106 So Main, City

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until February 19, 1995, at which time said covenants shall be automatically extended for successive periods of ten 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.
2. 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 on the above described tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.
3. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. All above described 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 dwelling not to exceed two stories in height and a private garage, or carport, for not more than two cars.
5. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by a committee composed of Richard J. Flynn, June F. Flynn, and Gordon Garff, of Salt Lake City, Utah or by a representative designated by a majority of the members of said committee, as quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and 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. In the event said committee, or its designated representative, fails 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 shall its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore to it any of its powers and duties. The powers and duties of such committee, and its designated representatives, shall cease on or after February 19, 1995.
6. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.
7. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 8000 square feet or a width of less than 65 feet at the front building setback line.
8. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On this 3rd day of June, 1965, personally appeared before me R.J. Flynn and June F. Flynn who being by me duly sworn did say, each for himself, that he, the said R.J. Flynn is the President, and she, the said June F. Flynn is the Secretary of Flyco Land Development Corp. and that the within instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors, and they each duly acknowledged that the said corporation executed the same.

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

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