

Recorded JAN 5 1970 at 1:34 P m.
 Request of MCGHIE LAND TITLE COMPANY
 Fee Paid HAZEL TAGGART CHASE
 Recorder, Salt Lake County, Utah
 \$ 4.00 By *[Signature]* Deputy
 Ref. _____

PROTECTIVE COVENANTS covering all of Lots 33 through 57, inclusive of all VALLEY DOWNS SUBDIVISION NO. 4, in the County of Salt Lake, State of Utah, recorded as Entry No. 2314605 in Book HH Page 15 of Official records.

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, 2009, 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 judgment 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 three 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 by Richard J. Flynn, June F. Flynn and Bryce K. Sorensen 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, 2009.
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.
9. No dwelling shall be permitted on any lot at a cost of less than \$10,950.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling 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 825 square feet for a one-story dwelling, not less than 800 square feet for a dwelling of more than one story.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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.

11. 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.

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

13. 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.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. 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.

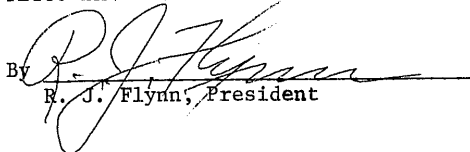
16. No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of driveway or alley pavement. No street shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. All fencing which has been placed by developers or property owners must be maintained in good repair and painted as necessary by property owners.


18. No automobiles, trucks, etc. shall be parked on individual lots or on streets that are not in running condition, or that don't have wheels on and in place, or parked on lots other than on parking strips or driveways or specifically improved areas.

19. 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.

FLYCO LAND AND DEVELOPMENT CORPORATION

By 
R. J. Flynn, President

VALLEY BANK AND TRUST COMPANY

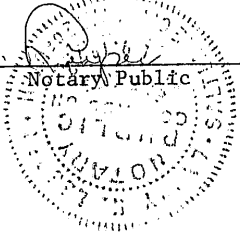
By 
E. H. Thronsdon, Vice-President
By _____

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Valley Downs Sub. #4

STATE OF UTAH)
County of Salt Lake) ss.

On the 5th day of JAN, A.D., 1969⁷⁰ personally appeared before me R. J. Flynn, who being by me duly sworn did say, that he, the said R. J. Flynn is the president of Flyco Land and Development Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said R. J. Flynn duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Rory K. [Signature]

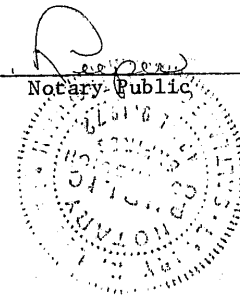
Notary Public


Residing at: Salt Lake
My Commission expires: April 9, 1972

STATE OF UTAH)
County of Salt Lake) ss.

On the 30th day of December, A.D., 1969 personally appeared before me E. H. Throndsen and [Name] who being by me duly sworn did say, each for himself, that he, the said E. H. Throndsen is the ^{vice} president, and he, the said [Name] is the secretary of Valley Bank and Trust Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said E. H. Throndsen and [Name] each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Rory K. [Signature]

Notary Public


Residing at: Salt Lake City, Utah
My commission expires: 4/9/72