

Recorded at Request of Pioneer Land Company, 2021 East 2100 South, Salt Lake City, Utah

At 10:31 AM Fee Paid \$ 4.00 HAZEL TAGGART CHASE, Salt Lake County Recorder

by Billings Dep. Book _____ Page _____ Ref. _____

Mail tax notice to _____ Address _____

2319961

PROTECTIVE COVENANTS

Kenneth E. Thayn

PIONEER LAND COMPANY

SUNNYVALE HEIGHTS NO. 10

to

WHOM IT MAY CONCERN

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 NO. 10 SUBDIVISION

According to the official plat thereof;

and are desirous of creating restrictions and covenants under them until February 1, 2000, affecting said property.

NOW THEREFORE, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants.

A. 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 one detached single-family dwelling not to exceed one and one-half stories in height and a private garage or carport for not more than three vehicles.

B. 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 have been approved by the Architectural Control Committee as to quality of materials and workmanship, 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 lines unless similarly approved. The Architectural Control Committee is composed of Kenneth E. Thayn, J. Kenneth Thayn, and Nancy Thayn Clark, 2021 East 2700 South, Salt Lake City, Utah; or 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 its designated representative 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 to withdraw from the committee or restore to it any of its powers and duties.

C. No dwelling shall be permitted on any lot at a cost of less than \$14,000.00, including lot, based upon cost levels prevailing on the date of these covenants are recorded, it being the intention of the covenant to assure that all dwellings shall be of quality 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 not be less than 800 sq. ft. for a one-story dwelling, nor less than 650 feet for a split-level dwelling.

D. The minimum side yard for any dwelling shall be eight (8) feet, private garages and other accessory buildings located at least ten (10) feet in the rear of the main building and shall have a minimum side yard of not less than one (1) foot, provided

that no private garage or other accessory building shall be located closer than fifteen (15) feet to a dwelling on an adjacent lot. On corner lots, the side yard which faces on a street for both main and accessory buildings shall be not less than twenty (20) feet.

The minimum depth of the front yard for main buildings and for private garages shall be twenty-five (25) feet. All accessory buildings, other than private garages which have a side yard of at least eight (8) feet, shall be located at least ten (10) feet in the rear of the main building.

E. No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

F. 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. No clothes drying or storage of any kind is permitted in carports except in enclosed areas designed for the purpose. 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.

G. 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 property lines extended. The same sight-line limitations shall apply on any lot within 10 feet away from the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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.

H. 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.

For the purposes of this covenant, eaves, steps, and open 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 another lot.

I. 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.

J. 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.

K. 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 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 20 feet of the side property line.

L. 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 installations and maintenance of utilities, 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 for which a public authority or utility company is responsible.

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

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

O. 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.

WITNESS the hands of said owners this 24th day of June, 1969.

PIONEER LAND COMPANY

By: Kenneth E. Thayn
Kenneth E. Thayn, President

By: J. Kenneth Thayn
J. Kenneth Thayn, Treasurer

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 24th day of June, 1969 personally appeared before me KENNETH E. THAYN and J. KENNETH THAYN, the signers of the within instrument who duly acknowledged that they executed the same. Witnessed and signed this 24th day of June, 1969.

Julia Hancock
Notary Public

My Commission Expires: 12-1-71
Residing at: Salt Lake County

