

2402501

PROTECTIVE COVENANTS covering all of Lots 58 through 86 inclusive of all VALLEY DOWNS SUBDIVISION NO. 5, in the County of Salt Lake, State of official records.

1. These covenants are to run with the land and shall be binding on all persons claiming under them for forty years from date hereof, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the 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, (2) stories in height and a private garage, or carport, for not more than three vehicles.

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 Roy R. Morley, of Salt Lake City, Utah or by a representative, designated by a majority of the members of said committee, as to 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 front building setback line. 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 its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At anytime, 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 remove from it, or restore to it any of its powers and duties. All structures must be of new materials only when placed on any lot.

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 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer 25 feet to the rear lot line or nearer than 25 feet from the front lot line. On corner lots, structures must set back at least 25 feet and 20 feet from the street right of the way lines.

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 8,000 square feet or a width of less than 70 feet at the front building setback line, except as shown on recorded plot.

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.

Recorded at Request of AKCO LAND + DEVELOPMENT AUG 10 1971
at 12:47 PM M/Fee Paid \$ 4.00 JERADEAN MARTIN, Recorder Salt Lake County, Utah
By [Signature] Dep. Date _____

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84121

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9. No dwelling shall be permitted on any lot at a cost of less than \$12,500. plus the lot, 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 dwellings 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 875 square feet.

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. NUISANCES. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, OR 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 ARTICLES WHICH ARE UNSIGHTLY IN THE OPINION OF THE ARCHITECTURAL CONTROL COMMITTEE WILL BE PERMITTED IN CARPORTS, UNLESS IN ENCLOSED AREAS BUILT AND DESIGNED FOR SUCH PURPOSE. NO AUTOMOBILES, TRAILER, BOATS, OR OTHER VEHICLES ARE TO BE STORED ON STREETS OR FRONT AND SIDE LOTS UNLESS THEY ARE IN RUNNING CONDITION, PROPERLY LICENSED AND ARE BEING REGULARLY USED.

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 pet may be kept provided that they are not kept, bred, or maintained for any commercial purpose and that they are restrained on the owners properties or on a leash under handlers control

15. GARBAGE AND REFUSE DISPOSAL. 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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

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 distance 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 to present a good appearance.

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, and properly licensed.

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.

20. LANDSCAPING. Trees, lawns, shrubs or other plantings provided by the developers shall be properly nurtured and maintained or replaced at the property owners expense upon request of the Architectural Control Committee.

Highland Development Corporation
[Signature]
James L. Lane
12-29-73

