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Recorded MAY 6 1966 at 3:17 p.m.
 Request of Richards, Bird & Hart
 Fee Paid HAZEL TAGGART CHASE
 Recorder, Salt Lake County, Utah
 \$ 6.00 By *Tyrone Jones* Deputy
 Ref. 716 Newhouse Bldg.

PROTECTIVE COVENANTS FOR SUNDOWN NO. 2 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned owners of real property in the southeast quarter of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, more particularly known as Sundown No. 2 Subdivision, according to the official plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 2089080 in Book CC of plats at page 87 thereof, for the purpose of maintaining fair and adequate property values in said subdivision and continuing it as a desirable residential area, and in consideration of our mutual interest as owners of the real estate in said subdivision do hereby covenant and agree with one another that we, our heirs, executors, administrators, assigns and successors in interest will observe the covenants herein contained:

1. The covenants shall apply ultimately to the entire subdivision known as Sundown No. 2 Subdivision and presently to Lots 212 to 234 inclusive thereof.
2. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of not to exceed two stories in height and a private garage or car port for not more than three cars or two cars and one truck of not more than 1-1/2 tons rated capacity.
3. 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 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 and in accordance with Salt Lake County zoning setback requirements.
4. No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 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

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 SALT LAKE CITY, UTAH 84111
 716 NEWHOUSE BUILDING
 Phone 328-9287

dwellings shall be of a quality of workmanship and materials substantially the same as 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 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

5. (a) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line. Any unattached garage or other accessory building shall be at least 6 feet back of the house. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

(c) For the purpose 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.

6. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

7. Easements 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. 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.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an

annoyance or nuisance to the neighborhood.

9. 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.

10. 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.

11. No lot and no building erected thereon shall at any time be used for the purpose of any trade, business or manufacturer or for repair one at a time of automobiles owned by the resident.

12. 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.

13. 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.

14. 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 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.

15. (a) The Architectural Control Committee is composed of Vern E. Breeze, Clarence Lowder and Jim Pappas. Their addresses are

as follows:

Vern E. Breeze	5450 West 3549 South, Hunter, Utah
Clarence Lowder	5430 West 3500 South, Hunter, Utah
Jim Pappas	C'est Bon Motel, Park City, Utah

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.

(b) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1996, 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.

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

18. 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.

IN WITNESS WHEREOF this agreement has been executed this

4th day of MAY, 1966.



MC GHIE LAND TITLE CO.

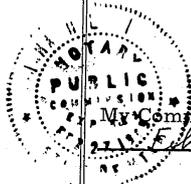
By P. J. Sullivan

ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 4th day of May, 1966, personally appeared before me JIM PAPPAS, one of the signers of the foregoing Protective Covenants for Sundown No. 2 Subdivision who acknowledged to me that he executed the same.

Richard L. Bird
Notary Public
Residing at: Salt Lake City, Utah



STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 5th day of May, 1966, personally appeared before me P. J. SULLIVAN, one of the signers of the foregoing Protective Covenants for Sundown No. 2 Subdivision, who being by me duly sworn did say that he is the President of McGhie Land Title Co., and that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said P. J. SULLIVAN acknowledged to me that said corporation executed the same.

Richard L. Bird
Notary Public
Residing at: Salt Lake City, Utah

