

Entry No. 140770
Indexed PROTECTIVE COVENANT AGREEMENT
Abstracted
Rec. Fee 14.00

STATE OF UTAH } SS
COUNTY OF CARBON }
FILED AND RECORDED FOR
W. Robert Richards
MAY 23 3 18 PM '77

BOOK 168 OF RECORDS
PAGE 687-to-691
ANN O'BRIEN
COUNTY RECORDER

BE IT KNOWN that Kaiser Steel Corporation, a Nevada corporation, is the owner of that certain subdivision known as Sunnyside, in the City of Sunnyside, Utah, being a subdivision of part of the North half of Section 6, the East half of the Northeast quarter of Section 1, and the West half of the Northwest quarter of Section 5, all located in Township 15 South, Range 14 East, Salt Lake Base & Meridian, in Carbon County, Utah, the boundaries, streets, block and lot layout all as detailed in that certain subdivision plat, Block 3 thereof being recorded as Sunnyside Subdivision - Plat "A" on April 19, 1977 as Entry No. 140409, Book 3, Page 161; Blocks 4, 5, 6, 7 and 7A thereof being recorded as Sunnyside Subdivision - Plat "B" on April 19, 1977 as Entry No. 140410, Book 3, Page 162; Blocks 8, 9 and 10 thereof being recorded as Sunnyside Subdivision - Plat "C" on April 19, 1977 as Entry No. 140411, Book 3, Page 163; Block 11 thereof being recorded as Sunnyside No. 1 - Plat on April 19, 1977 as Entry No. 140412, Book 3, Page 164; and Block 12 thereof being recorded as Sunnyside No. 2 - Plat on April 19, 1977 as Entry No. 140413, Book 3, Page 165; all in the Book of Plats, Office of the Country Recorder, County of Carbon, State of Utah.

AND BE IT FURTHER KNOWN that this Protective Covenant Agreement fully supersedes that certain prior Protective Covenant Agreement dated October 28, 1942 recorded by Sunnyside Improvement Company as Entry No. 39778, Book 3W, Pages 331 and 332 in the

Office of the County Recorder, County of Utah, State of California,
Kaiser Steel Corporation being the successor in interest to said
Sunnyside Improvement Company as to all properties subject to
said prior Protective Covenant Agreement.

AND BE IT FURTHER KNOWN that Kaiser Steel Corporation,
Owner, for itself and its successors and assigns, hereby dedicates
said subdivision to residential purposes, and hereby covenants and
agrees that these covenants are to run with the land and shall be binding
on all parties and all persons claiming under them until April 1, 1987,
at which time said covenants shall be automatically extended for
successive periods of 10 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. If Owner or any successor in interest of Owner, or
their successors, 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 in said subdivision
to prosecute any proceedings at law or in equity against the person or
persons violating or attempting to violate any such covenant and
either to prevent him or them from so doing or to recover damages
or other dues for such violation. 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.

All lots in the tract shall be known and described as residential lots, except: (a) space shown on Plat "B" in Block 4 for Peterson Elementary School; (b) Lots 10A, 10B and 10C in Block 7, which shall be described as commercial lots; (c) space shown on Plat "A" in Block 3 for L. D. S. Church; and (d) Lot 10 in Block 8 which shall be described as a municipal purposes lot.

No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed one and two stories in height and a private garage for not more than three cars and other buildings incidental to the residential use of the lot.

No building shall be located on any residential lot nearer than 15 feet to the front lot line, or nearer than 15 feet to any side street line; except that on all residential lots abutting the State Highway, no building shall be located nearer than 30 feet to said highway. No building shall be located nearer than 5 feet to any side lot line except (a) attached carports or (b) a garage or other outbuilding located 50 feet or more from the front lot line; provided, however, that at the option of the owners, houses on adjoining lots may be built with a party wall on the common side lot line. Side and rear yards may be fenced, provided such fence does not exceed 6 feet in height and does not extend closer to the front lot line than the front of the dwelling building,

No residential lot shall be resubdivided into lots smaller than platted.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that mobile homes may be used as a residence on the following lots:

Lots 43 to 56 inclusive of Block 5;

Lots 1 to 19 inclusive and 23 to 38 inclusive of Block 6;

All Lots in Blocks 8 and 9 except Lot 10 of Block 8; and

Lots 6 to 19 inclusive of Block 10.

The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 700 square feet, in the case of a permanent dwelling, or 300 square feet, in the case of a mobile home where permitted.

No overnight parking of travel trailers, campers, camper shells, motor homes, recreational vehicles, boats or boat trailers shall be permitted on residential streets or sidewalk areas. All such vehicles shall be parked, if overnight, completely within the boundaries of the owner's residential lot.

An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

IN WITNESS WHEREOF this instrument has been executed
by Kaiser Steel Corporation and its corporate seal impressed hereon
by its secretary, this 12th day of May, 1977.

(Corporate Seal)

KAISER STEEL CORPORATION

ATTEST

By [Signature]

[Signature]
Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

On the 12th day of May, 1977, personally appeared before
me W.R. Riggs & J.D. Lusselman, who, being by me duly
sworn, did say that they are the Vist Secretary and V.P. Raw Materials
respectively, of Kaiser Steel Corporation, a corporation, and that said
instrument was signed in behalf of said corporation by authority of a
resolution of its Board of Directors, and acknowledged to me that said
corporation executed the same.

(Notary Seal)

[Signature]
Notary Public

