

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR SUNNYVALE HEIGHTS NO. 3

Record of SECURITY TITLE COMPANY  
Sunnyvale Heights  
\$ 2.00 By [Signature]  
Book Page Ref.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned is the owner of the following described real estate situate in Salt Lake County, State of Utah, to-wit:

SUNNYVALE HEIGHTS NO. 3

and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1992, 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 the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of Covenants herein, it shall be lawful for any other person or persons owing any real property situated in said development or subdivision to prosecute any proceeding 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 of these Covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect

A. All lots listed above 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 detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Empire Construction Co. Board of Directors, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such designs and location within 30 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 representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1st, 1970. Thereafter, the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nearer than 7 feet to any side lot line, or nearer than 20 feet to any side street line. In the case of an attached garage, it shall be no nearer than 20 feet to any side street or nearer than 7 feet to any side lot line. No detached garage shall be nearer than 60 feet to any front lot line, nearer than 25 feet to any side street line, or nearer than 2 feet to any side or rear lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet or a width of less than 70 feet at the front building set-back line.

E. 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.

F. No 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.

G. No building shall be erected or moved onto any building plot which does not conform to the general architecture of the subdivision.

H. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet in the case of a one-story, one-family structure; nor less than 800 square feet in the case of one and one-half story, one-family structure.

I. Easements are reserved as shown on the recorded plat for utility and/or drainage installation and maintenance.

J. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

Dated at Salt Lake City, Utah, this 16th day of October, 1950 ~~51~~

EMPIRE CONSTRUCTION COMPANY

By B. D. Scott

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE)

On the 16th day of October, personally appeared before me B. D. Scott, who being by me duly sworn did say, that he, the said B. D. Scott, is the President of Empire Construction Co., 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 B. D. Scott duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

[Signature]  
NOTARY PUBLIC

My Residency Salt Lake City, Utah

My Commission Expires: Sept. 3, 1955