

P R O T E C T I V E C O V E N A N T S

FOR

TRIANGLE ESTATES SUBDIVISION
Garden City, Utah

Part of the Southwest Quarter of Section 16, Township 14 North,
Range 6 East of the Salt Lake Base and Meridian described as follows:

Beginning at a point in the Southwest fence line of Utah State Highway #89 as presently located this 29th day of June, 1967, said point being North 89° 32' East 1170.4 feet and North 0° 28' East 1666.8 feet from the Northwest corner of said Section 16, Township 14 North, Range 6 East, said point further described as being 171.5 feet East and South 44° 20' East 1443.0 feet of the Northwest corner of the Southwest Quarter of aforesaid Section 16 and running thence South 44° 20' East 575.0 feet to a State Road Highway Marker (Marker being State Road Engrs' Station 232+268, and 50.0' perpendicular to the center line of said Highway #89); thence Southeasterly along a curve in fence line 490.5 feet; thence North 89° 15' West 279.3 feet; thence North 0° 45' East 61.7 feet; thence North 89° 15' West 375.2 feet; thence North 0° 28' East 760.5 feet to the place of beginning. Containing _____ acres, more or less.

1. LAND USE AND BUILDING TYPE: 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 two stories in height and a private garage.

2. ARCHITECTURAL CONTROL: 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. Approval shall be as provided in Part 9. Fences will be permitted to go completely around the lot, but not higher than four (4) feet in height. All fences shall be built of a solid nature unless similarly approved. The moving of buildings onto any lot will be permitted if the home building is of a nature such as Boise Cascade homes or similar or approved pre-fabs. No garage or out building will be hauled in unless approved by the architectural control committee.

843

Recorded February 1, 1974 Filing No. F14,18
At 4:47 PM In Book J2 Page 24
Fee \$5.20 Zerea B. Jessop, Rich County Recorder
J.B.S.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost less than \$6,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants 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 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 480 square feet for a one-story dwelling, nor less than 600 square feet of dwelling of more than one story.
4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line. No building shall be located nearer than 8 feet to any interior lot line and a total of 16 feet shall be maintained between homes. No building shall be located on any interior lot nearer than 20 feet to the rear lot line. 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.
5. LOT AREA: No lot shall be resubdivided. All lots shall be maintained as to width and depth as described on original county plat.
6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.
7. NUISANCES: 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.
8. TEMPORARY STRUCTURES: 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, with the exception of temporary permission for guest usage as granted by the architectural control committee.
9. MEMBERSHIP: The architectural control committee is composed of H. Mack Thornberg, Lyle W. Thornberg, his wife, of Garden City, Utah, and John G. Wells of Salt Lake 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.

10. PROCEDURE: 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.

11. TERM: 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

12. ENFORCEMENT: 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.

13. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceeding the minimum requirements for such systems as issued by the Utah State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction.

15. CONSTRUCTION: All buildings must have the exterior completed within 12 months after start of construction.

16. LOT OWNERS ASSOCIATION: All lot owners shall comply with the following:

- (1) That membership in the Lot Owners Association shall be mandatory for each lot purchaser and any successive buyer;

(2) That the maintenance of such private streets, private access right-of-ways or other improvements must be permanent, not just for a period of years;

(3) That the Association must be responsible for liability insurance, local taxes where applicable, and the maintenance of the private streets, private access right-of-ways, street lights, or other improvements;

(4) That the lot owners must pay their pro rata share of the costs;

(5) That the Association must be able to adjust the assessment to meet changed needs.

LOT OWNERS ASSOCIATION MEMBERS:

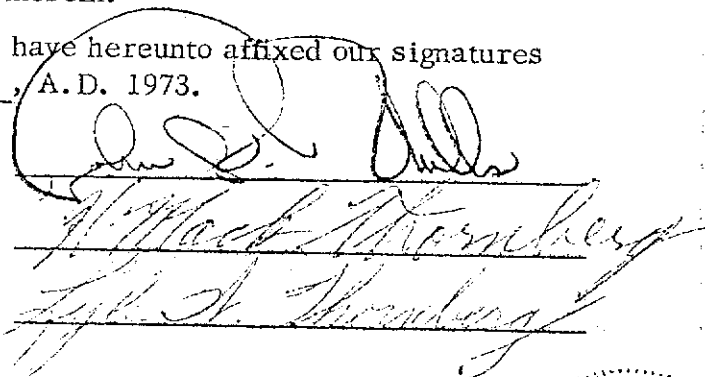
17. BUYERS ACKNOWLEDGEMENT & ACCEPTANCE OF COVENANTS:

LOT # _____

Signature _____

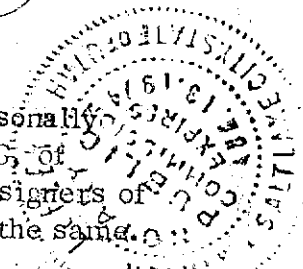
NOW, THEREFORE, we, H. Mack Thornberg and Lyle W. Thornberg of Garden City, Utah, and John G. Wells, of Salt Lake City, Utah, for the improvement of said property described herein, and to maintain higher values of the lots therein, do hereby declare said property to be subject to the protective covenants above given, for the terms prescribed therein.

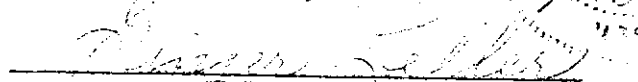
IN WITNESS WHEREOF, We have hereunto affixed our signatures this 30 day of November, A.D. 1973.



STATE OF UTAH)
COUNTY OF RICH) ss.

On this 30th day of November, A.D. 1973, personally appeared before me H. MACK THORNBERG and LYLE W. THORNBERG, of Garden City, Utah, and JOHN G. WELLS, of Salt Lake City, Utah, the signers of the within instrument, who duly acknowledged to me that they executed the same.





NOTARY PUBLIC
Residing in West Valley City, Utah

My commission expires: 11-13-74