

Recorded at the request of Noronl A. Marchant, May 4, A.D. 1962 at 10:35 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 95108

RESTRICTIVE COVENANTS

of

"COMMERCIAL AREA" SUMMIT PARK PLAT "K"

This indenture made and executed this 7th day of May, 1962,

WITNESSETH:

WHEREAS, Summit Park Company, a Utah corporation, is the owner of certain real property situated in Summit County, State of Utah, which is more particularly described as follows:

All of Lots 1-125, inclusive, COMMERCIAL AREA SUMMIT PARK PLAT "K", being located in Section 9, Township 1 South, Range 3 East, Salt Lake Base & Meridian, and which has been recorded in the Summit County Recorder's office on the 7th day of May, 1962, as Entry #95107.

WHEREAS, the undersigned corporation is the owner of the hereinabove described tract of land and desires to subject said property to certain restrictive covenants as a general plan for the use, occupancy, and improvement of same.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the following restrictions are hereby created and declared to be covenants running with the title and land hereinabove described and each and every part thereof and the undersigned owner hereby declares that the aforesaid land above referred to is to be held and conveyed subject to the following reservations, covenants, and restrictions hereinafter set forth:

(1) PERSONS BOUND BY THESE RESTRICTIONS: That all covenants and restrictions herein stated and set forth shall run with the land and all persons, partnerships, and corporations, who now own or shall hereafter acquire any interest in any of the land hereinabove described agree that same shall be taken and held and agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and construction of buildings and improvements thereon for a period of twenty-five (25) years from date these covenants are recorded at which time said covenants and restrictions shall be automatically extended for a successive period of ten (10) years unless, by a vote of a majority of the then owners of said lots and land, it is agreed to change said covenants in whole or in part.

(2) USE OF THE LAND: That none of the land or fraction thereof shall be improved, used or occupied for other than commercial purposes. That each and every lot platted, and designated as such in the plat on such commercial area shall be held, owned, and considered as a separate commercial lot and no structure shall be erected, altered, placed, or permitted to remain on any such lot other than commercial buildings with the Swiss Chalet type architecture or as approved by the committee hereinafter named. However, the architectural committee may allow residences to be constructed within said Commercial Area if mutually agreed upon by the committee and the lot owner applicable thereto.

(3) REVIEW OF PLANS AND SPECIFICATIONS AND ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot in the above described commercial area until the building plans, specifications, and plot plan showing the location of the structure shall have been approved in writing by the control committee as to conformity of external design and existing structures in the said property and as to location with respect to topography and finished grade elevation. A complete set of plans shall remain with the committee during the entire construction period and shall be returned to the owner upon the completion of the building. The architectural committee is composed of three (3) members, namely: Sam P. Soter, John E. Kay, and James E. Debenham. Any two (2) members of the above named committee may act for it or may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event of resignation, removal, or inability of all members of said committee so to act, successors may be

appointed by an officer of Summit Park Company. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The committee or its representatives shall approve or disapprove the plans and specifications submitted to it within thirty (30) days from receipt thereof 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.

That neither the undersigned nor said architectural committee or any representative thereof shall be responsible for structural or other defects of any kind or nature that occur in said plans or specifications nor in any building or other structure erected in accordance therewith.

The powers and duties of such committee and of its designated representative shall cease on or after 25 years from date of recording of these restrictions. Thereafter, the approval described in these covenants 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 said subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised and delegated to said committee.

The committee shall have the power by unanimous vote in individual cases to grant a waiver of compliance with any of the covenants, conditions, or restrictions contained herein in order to prevent undue hardship; provided, however, that if any waiver is given it shall be reduced to writing and signed by all members of the committee.

(4) **FRONTAGE:** No buildings shall be so constructed as to front on U. S. Highway No. 40.

(5) **SETBACK:** All lots fronting Aspen Drive shall have a lot setback of at least fifteen (15) feet. The lots covered by this setback shall be lots 1-14, inclusive, Lots 31-55, inclusive, and Lots 64-69, inclusive.

(6) **EASEMENTS:** Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the recorded plot or as shall otherwise become necessary.

(7) **NUISANCE:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or public or private nuisance to the vicinity.

No lot shall be used or maintained as a dumping ground for refuse. Trash, garbage, or other waste materials shall be kept in sanitary containers. All incinerators and equipment for the trash or the disposal of such material shall be kept in a clean and sanitary condition.

(8) **FENCES:** Any garages or other buildings of a similar or related nature must be screened by appropriate fences or walls or shrubbery and as otherwise approved by the architectural committee or its representative.

(9) **TEMPORARY STRUCTURES:** No trailer, basement, tent, shack, corrugated metal sheds, or corrugated metal buildings or other out buildings shall be erected in, upon, or about any of said lots or any part thereof. However, Summit Park Company may construct temporary buildings to house equipment and for other uses in connection with said development during the development of said property. No structure shall be moved onto any lot hereinabove described or any part thereof unless it meets with the approval of the committee hereinabove named or its representative.

(10) **BILL BOARDS AND ADVERTISING:** No signs, bill boards, or advertising structures shall be erected or displayed on any of the commercial lots or any portions of said lots except as approved by the architectural committee or its representative.

(11) **PAVEMENT:** All areas used as ingress and egress from dedicated paved streets to the property line of each lot shall be paved with a like material as that of the street and at the property owner's (abutting said streets) expense.

(12) **VIOLATIONS, DAMAGES, AND SAVING CLAUSES:** 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 violations or to recover damages.

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

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names the day and year first above written.

(SEAL) **SUMMIT PARK COMPANY**

ATTEST:
Douglas H. Brown
Douglas H. Brown, Secretary

By Sam F. Soter
Sam F. Soter, President

STATE OF UTAH
County of Salt Lake) ss.

On the 7th day of May, 1962, personally appeared before me SAM F. SOTER and DOUGLAS H. BROWN, who being by me duly sworn did say, each for himself, that he, the said Sam F. Soter is the President, and he, the said Douglas H. Brown is the Secretary of Summit Park Company, 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 Sam F. Soter and Douglas H. Brown each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.