

3A-548

RESTRICTIVE COVENANTSSUMMIT PARK SUBDIVISION  
Summit County, State of Utah

WHEREAS, SUMMIT PARK, a Co-Partnership, is the owner of the following-described property situate in Summit County, State of Utah, to-wit:

All of Plats "E" and "F", Summit Park Subdivision, according to the official Plats thereof on file in the office of the Recorder of Summit County, State of Utah;

and

WHEREAS, SUMMIT PARK, a Co-Partnership, is the owner of the tracts of land situate in Summit County, State of Utah, hereinabove described, which have been subdivided into residential lots and streets and are known and designated as "Plats 'E' and 'F' Summit Park" according to the official plats thereof on file in the office of the Recorder of Summit County, State of Utah, desire to place restrictions against the title to said real estate.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the following restrictions are hereby created and declared to be covenants running with the title and the land hereabove 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, restrictions and covenants hereinafter set forth:

1. Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structures shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed two stories in height above front street and a private garage for not more than three (3) automobiles. Each dwelling shall have a ground floor area as follows: If a one-story structure, 900 square feet or more; if a 1-1/2 or 2-story structure, 500 square feet or more.

2. 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 of Sam F. Soter, Donald L. Vopat, W. Louis Gardner and Davis I. Gardner, 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 design and location within thirty (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 member of such committee or 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 five (5) years. 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.

3. The following requirements, conditions and procedures are listed as follows: The owner shall be required to consult with the committee as to location of the dwelling, set-backs from street, side and rear property lines, recommended grades and allowable removal of trees. After the committee has advised the owner, the owner will have preliminary plans prepared which will be submitted to the committee for approval or necessary alteration to conform with the site and requirements. After preliminary studies have received written approval, the owner will proceed and have the final plans, specifications and plot plan completed which will be again submitted to the committee for final written approval. The location of the building on the plot shall be as designated by the committee and subject to topography and trees. Front yard set-back will be determined by the conditions of the site. Side yards to have a minimum of twelve (12) feet each side, rear yard twenty-five (25) feet, unless site conditions justify a reduction at the discretion of the committee. The building is to conform with existing contours of the site with the minimum amount of regrading, and to be in conformity and harmony of external design with existing structures in the subdivision.

4. The committee is to have full control in designating which trees are to be cut to make the necessary space for the erection of the dwelling. The plan of the house is to make full use of areas that are even and free of trees. It is the responsibility of the owner to cut and haul all trees that have been so designated for removal, to a site that will be provided for the stacking of the larger timber which is to be used for construction purposes in Summit Park.

5. No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described. This district is not intended to be divided for or used for a commercial area; therefore, livestock and fowl for this purpose will not be permitted in the area. (This paragraph is not intended to restrict the area so as to prohibit the raising of fine small birds or animals as pets or as a special hobby.) However, the housing

of such pets must be reconstructed that it will not be unsightly and the number of such birds and pets and the housing for them shall be approved by the committee.

6. No trailer, basement, tent, shack, garage or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part hereof, shall at any time be used as residence temporarily or permanently, nor shall any structure of a temporary character by used as a residence.

7. No structure shall be moved on to any residential lot hereinbefore described or any part hereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

8. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

9. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part of or portion thereof.

10. Until such time as a sanitary sewer system shall have been constructed to serve Summit Park Subdivision, a sewage disposal system, constructed in accordance with the requirements of the Utah State Department of Health, shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the Health Authority.

11. Easements are reserved over the rear five (5) feet of each lot for utility installation and maintenance, and the courses of existing open irrigation water ditches will not be altered without written approval of the Subdivision Building Committee mentioned in paragraph 2 above.

12. All covenants and restrictions herein stated and set forth shall run with the land and be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until fifteen years from the date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

13. If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

14. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until fifteen (15) years from date hereof, subject to automatic extension as provided in paragraph 12 hereof.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed this 30th day of December, 1959.

SUMMIT PARK, a Co-partnership  
By Donald Vopat Partner.

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

On this 30th day of December, 1959, personally appeared before me DONALD VOPAT, who being by me duly sworn says: That he is one of the partners of SUMMIT PARK, a Co-partnership, and that he signed the foregoing instrument for and on behalf of said partnership.

IN WITNESS WHEREOF, I have set my hand and affixed my seal this 30th day of December, 1959.

(SEAL)

Fred L. Finlinson  
NOTARY PUBLIC  
In and for the State of Utah, residing at  
Salt Lake City, Utah

My Commission Expires:  
September 30, 1963

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Recorded at the request of McGhie Abstract Co., January 18, A.D. 1960 at 2:20 P.M. -

Wanda Y. Spriggs, County Recorder