

Entry No. 87566

## SUMMIT PARK BUILDING RESTRICTIONS

Reservations, Restrictions and Covenants as set forth in those certain Restrictions on Summit Park Subdivision, dated January 11, 1957, executed by Sam F. Soter, W. Louis Gardner and Wayne Christoffersen, as follows:

I. Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure 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 3 automobiles. Each dwelling shall have a ground floor area as follows: If a one story structure, 900 square feet or more; if a 1½ or 2 story structure, 500 square feet or more.

II. No buildings 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 Dan Weggeland, Sam F. Soter, W. Louis Gardner, David I. Gardner and Wayne Christoffersen, 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 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.

III. 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 plans 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. Sideyards to have a minimum of 12 feet each side, rear yard 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.

IV. 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 open 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 stockpiling of the larger timber which is to be used for construction purposes in Summit Park.

V. 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 fowls 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 so constructed 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.

VII. No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof, 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.

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

IX. 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.

X. No trash, ashes or any other refuse maybe thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

XI. Until such time as a sanitary sewer system shall have been contracted 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.

XII. Easements are reserved over the rear 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 II above.

XIII. 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 years unless by a vote of majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XIV. 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 prior to 15 years from the date hereof, 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 restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XV. Invalidity 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 15 years from date hereof subject to automatic extension as provided in Paragraph XIII hereof.

Dan Weggeland  
Dan Weggeland

Sam F. Soter  
Sam F. Soter

W. Louis Gardner  
W. Louis Gardner

David I. Gardner  
David I. Gardner

Wayne Christoffersen  
Wayne Christoffersen

Recorded at the request of Sam F. Soter, February 13, A.D. 1957 at 11:00 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 87580

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT  
IN AND FOR SUMMIT COUNTY, STATE OF UTAH

\*\*\*\*\*

HILES R. HASLEM and JENNIE HASLEM, his wife,  
Plaintiffs,

vs.

THE HEIRS OF WILLIAM R. GREEN, also known as  
RILEY GREEN, Deceased:

RICHARD B. GREEN and JANE DOE GREEN,  
his wife, (whose other and true name  
is unknown);  
MERCY GREEN UNDERWOOD  
EMMA GREEN WILSON

JULIA NASH, Daughter, Deceased, her heirs:

KATHERINE MONTALVO  
MARTHA PRETTYMAN  
EUGENE DIETER and LEONA DIETER, his  
wife;  
TRUMAN DIETER and HAZEL DIETER, his  
wife;  
FLOYD NASH, an unmarried man

SARAH GREEN EVANS, Daughter, Deceased,  
her heirs:

EDWARD G. EVANS and JANE DOE EVANS,  
his wife, (whose other and true  
name is unknown);  
HUGH W. EVANS and JANE DOE EVANS,  
his wife, (whose other and true  
name is unknown);  
MYRTLE EVANS GOODMAN  
EMMA EVANS JENKINS  
EDITH EVANS SLEIGHT

Civil No. 3021

LIS PENDENS

BA 1579