

Recorded AUG 7 1973 at 12:56 P.m.
Request of VICTOR G. SAGERS
Fee Paid JERADAN MARTIN
Recorder, Salt Lake County, Utah
\$ 5.00 By VCS Deputy
Ref. 7321 S. State 84047
Midvale, Utah

2559756

RESTRICTIVE COVENANTS

KING VALLEY SUBDIVISION NO. 1

SALT LAKE COUNTY, STATE OF UTAH

WHEREAS, SUMMIT PARK COMPANY, a Utah corporation, and M. THIRL MARSH and MARY E. MARSH, his wife, are the owners of the following described property situate in Salt Lake County, State of Utah, to-wit:

All of Lots 1 - 103, inclusive, King Valley Subdivision No. 1, being a part of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and which has been recorded in the Salt Lake County Recorder's Office on the 7th day of August, 1973, as Entry No. 2559756.

WHEREAS, SUMMIT PARK COMPANY, a Utah corporation, and M. THIRL MARSH and MARY E. MARSH, his wife, the owners of the tract of land situate in Salt Lake County, State of Utah, hereinabove described, which has been subdivided into residential lots and streets and is known and designated as King Valley Subdivision No. 1, according to the official plat thereof on file in the office of the Recorder of Salt Lake County, State of Utah, desire to place restrictions against the title to said real estate.

(1) PERSONS BOUND BY THESE RESTRICTIONS: The following restrictions are hereby created and declared to be covenants running with the title and the land hereinabove described and each and every part thereof; and the undersigned hereby declare that the aforesaid land above referred to is to be held and conveyed subject to the following reservations, restrictions and covenants hereinafter set forth, whether such owner of each residential lot be an individual, partnership, or corporation.

(2) USE OF LAND: 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 two automobiles. Each dwelling shall have a minimum ground floor area as follows: If a one-story structure, 1150 square feet, or more, if a one and one-half story or a two-story structure, 800 square feet, or more, on the ground floor and 750 square feet, or more, on the second level. However, a duplex may be constructed on a "Residential Lot" with the approval of the Architectural Committee and in conformity with the appropriate ordinances. If a duplex is constructed, each side of said duplex shall have a minimum ground floor area of at least 950 square feet. In no event shall the basement count as part of any of the above designated minimum square footages.

(3) ARCHITECTURAL CONTROL: 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

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ATTORNEY AT LAW
7321 SOUTH STATE STREET
MIDVALE, UTAH 84047

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respect to topography and finished ground elevation by a committee of Sam F. Soter, Ronald S. Harris, James S. Simos, and Gregory S. Soter, or by a representative designated by a majority of the members of said committee. In the event of the 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 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 any of the undersigned nor said Architectural Committee or any representative thereof shall be responsible for structural or other defects of any kind or nature whatsoever in said plans or specifications nor in any building or other structure erected in accordance therewith.

Neither the members of such committee or its designated representatives 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 twenty-five (25) years. Thereafter, the approval described in this covenant shall not be required unless, prior to the 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.

(4) MEASUREMENTS: The Architectural Control Committee shall have complete authority in establishing setbacks, side yards, front lot lines, underhangs, overhangs, eaves, steps, porches, etc. pertaining to each and every residence, accessory building and garage. However, the construction of any residence, accessory building, or garage shall not be in violation of any City or County or other governmental agency ordinance or law.

(5) NUISANCES: No animals, live stock, or poultry of any kind shall be raised, bred or kept on any lot excepting household pets, however, no more than one dog and one cat may be kept by one family and provided further that they are not kept for breeding or maintained for commercial purposes. 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 neighborhood.

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 or equipment for the trash and disposal of such material shall be kept in a clean and sanitary condition.

(6) BACCHUS WORKS: Each lot of said subdivision shall be taken and transferred subject to any prior rights of Hercules Incorporated to perform tests of various kinds in connection with its operation and/or any nuisance thereby created.

(7) TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage or other out-building erected in, upon, or about any of said residential lots

hereinabove described or any part hereof, 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.

No structure shall be moved onto 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) BILLBOARDS AND ADVERTISING PROHIBITED: No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots in said subdivision, or parts or portions of said residential lots, except that a single sign, no more than 2 by 2 1/2 feet in size, advertising a specific lot or house for sale or rent, may be displayed on the premises or lot being so advertised provided, however, that advertising signs by builders and the subdivider will be allowed during periods of construction and development.

(9) FENCES: The maximum height, kind of, and location of any fence or retaining wall on any lot shall be approved by the Architectural Committee and within the time limitation set forth in Paragraph 3 hereinabove.

(10) EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. However, the undersigned reserves the right to establish easements over or under the surface, or both, as may be required for the installation and maintenance of electric lines, telephone lines, water (domestic and irrigation), sewer (storm and sanitation), gas lines, and other public utilities together with any other accesses required with a right to assign said easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

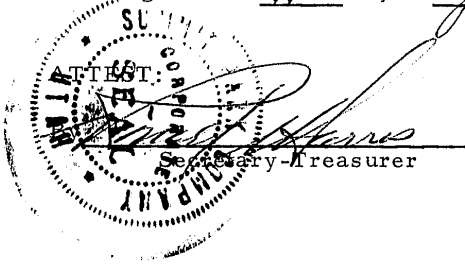
(11) TERM: All covenants and restrictions herein stated and set forth shall run with the land and be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until fifteen (15) years from the date hereof, at which time said covenants and restrictions shall automatically be extended for a period 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.

(12) VIOLATIONS AND DAMAGES: 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.

(13) SAVING CLAUSE: Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no way 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 11 hereof.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed this 14 day of June, 1973.

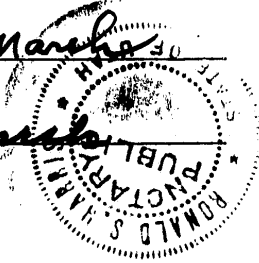


SUMMIT PARK COMPANY, a Utah Corporation

By Sam F. Soter
President

M. Thirl Marsh
M. Thirl Marsh

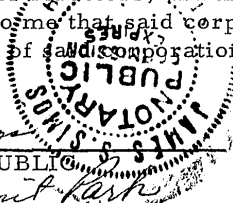
Mary E. Marsh
Mary E. Marsh



STATE OF UTAH)
:ss.
County of Salt Lake)

On the 11 day of June, 1973, personally appeared before me Sam F. Soter and Ronald S. Harris, 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 Ronald S. Harris is the Secretary-Treasurer of SUMMIT PARK COMPANY, a Utah corporation, 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 the said Sam F. Soter and Ronald S. Harris duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

James Simon
NOTARY PUBLIC



My commission expires: 4-26-77 Residing at: Summit Park

STATE OF UTAH)
:ss.
County of Salt Lake)

On the 11th day of June, 1973, personally appeared before me M. THIRL MARSH and MARY E. MARSH, his wife, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Ronald S. Harris
NOTARY PUBLIC

My commission expires: 12/24/71 Residing at: Beautiful Utah