

MAIL TO *Wright Realtors*
3530 Market St.
Attn: Leed Wright
80412

1709017

APR 1 1960 3:17 P
Wright Realtors
Recorder, Salt Lake County, Utah
By *J. [Signature]* Deputy
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RESTRICTIVE COVENANTS COVERING LOTS 1 to 6, inclusive, and Lots 8 to 26, inclusive, of Park Heights Subdivision, recorded July 17, 1959 as Entry No. 1665431, Official Records of Salt Lake County, Utah.

- (A) 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 or a duplex, not to exceed two stories in height and a private garage for not more than three cars.
- (B) DWELLING QUALITY AND SIZE. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
- (C) BUILDING LOCATION. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 2-foot side-yard shall be required for a detached garage located 45 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
- (D) OUTBUILDINGS to be permitted for private use to shelter domestic animals, but not commercial, approved by committee.
- (E) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities and ditches as shown on the recorded plat are to be reserved.
- (F) NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.
- (G) TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently other than described in Par. "D".
- (H) SEWAGE DISPOSAL. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The affluent 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. 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 exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.
- (I) 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.
- (J) ARCHITECTURAL CONTROL COMMITTEE. MEMBERSHIP. The architectural control committee is composed of Leon E. Miller and O. V. Hansen and one member to be appointed by these two and who must be living in the Subdivision. 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 or 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.

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(K) 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 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.

(L) GENERAL PROVISIONS, TERMS. 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 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

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.

SEVERABILITY. Invalidation of anyone of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The officers who sign this instrument certify that Restrictive Covenants contained herein were authorized under a resolution duly adopted by the Board of Directors of the Corporation at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Corporation has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 3/12 day of March, 1960.

BEEHIVE BUILDING COMPANY

[Signature]

President

Attest:

Leon E. Miller Secretary

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 3/12 day of March, 1960 personally appeared before me O. V. Hansen, who being duly sworn did say that he is the President, and he, the said Leon E. Miller is the Secretary of BEEHIVE BUILDING 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 the said O. V. Hansen and Leon E. Miller each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

[Signature]
Notary Public

Residing in Salt Lake City, Utah.

My commission expires:

December 1, 1966