

2268743

RESTRICTIVE COVENANTS FOR TOP OF THE WORLD SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the following described property in Salt Lake County, Utah, to-wit:

All of Lots 1 to 25, inclusive, of TOP OF THE WORLD SUBDIVISION, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property herein described, subject to the following restrictions and covenants:

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 hereinafore described shall be taken and held to agree and covenant with the present and future owners of said land with his or their successors and assigns, to conform and to observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from date hereof to June 1st, 1984, at which time said covenants and restrictions, shall be automatically extended for a successive period of 20 years unless, by a vote of a majority of the then land owners of said lots and land it is agreed to change said covenants in whole or in part, provided, that the owners of 3/4 of the property may release any or all of the land hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying with particularity the restrictions or restriction released and by filing said agreement with the office of the Salt Lake County Recorder at any time after June 1, 1984.
2. **USE OF LAND:** That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purposes and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon; that each and every lot platted and designed as such in the plat of the said subdivision shall be held, owned and considered as a separate residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than other R-2 Zoning rules permit of not to exceed two stories in height above the street, and private garage for not more than two automobiles, however, a split-level or a two level residence may be permitted if the contour of the lot permits. That not more than 4 feet of concrete can be showing above the ground. That no building of any type already constructed may be moved into Top of the World Subdivision.
3. **QUALITY AND SIZE:** The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1300 square feet with basement including split-level or two-story residences, and not less than 1500 square feet otherwise. All garage and house roofs must conform to the surrounding area. All residences must be constructed of brick and metal construction and must be built under uniform building specifications and the Salt Lake County Building Regulations.
4. **REVIEW OF PLANS AND SPECIFICATIONS AND ARCHITECTURAL CONTROL:** No building shall be erected, placed or latered on any lot in the said subdivision unless and until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the control committee as to quality of workmanship and materials structural safety and utility, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. All plans to be returned to the owner upon the completion of the residence and the residence shall be considered completed at the time of the final inspection of the Salt Lake County Building Department. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Sections 6 and 7.
5. **COMPLIANCE WITH ZONING ORDINANCES OF SALT LAKE COUNTY:** All buildings placed and used upon and lot or lots in said subdivision shall be so placed and used in accordance with the provisions of the Salt Lake County Zoning Ordinances relating to Residential Zone R-2, unless otherwise modified by the covenants herein contained.

6. ARCHITECTURAL CONTROL COMMITTEE: For the purpose of carrying into effect the provisions of this agreement, there shall be a committee composed of John W. New, 2865 Floribunda, Salt Lake City, Utah and Lawrance D. Gibson 5020 Fairbrooks Lane, Salt Lake City, Utah. A majority of the committee may designate a successor. In the event of the resignation, removal or inability of all of the members of the said committee so to act, successors may be appointed by the vote of a majority of the owners of the property in said subdivision. The members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

7. PROCEDURE: The committee or its representative shall approve or disapprove the plans and specifications submitted to it within 30 days from the receipt thereof. Such approval or disapproval may be by letter or by written approval or disapproval on the plans themselves.

8. SALE OF PART OF A LOT: No tract of land in said subdivision, excepting as an entire lot as platted in the subdivision plat thereof, shall be used or sold as a residential lot without the consent of the said committee or its properly designated representatives.

9. NUISANCES: No barn, coop, shed, sty, or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, dogs and cats, or any other livestock and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision, excepting only household pets. However, not more than one cat and one dog may be kept by any one family. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a public or private nuisance to the neighborhood.

10. TEMPORARY STRUCTURES: No trailer, basement, tent shack, garage or other out-building erected in, upon, or about any of said residential lots or any part thereof shall at any time be used as a residence temporarily or permanently, except as a sales office during original development and sale of homes in this subdivision. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named.

11. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.

12. BILLBOARDS AND ADVERTISING PROHIBITED: No sign, 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, advertising the subdivision, or a specific lot or house for sale or rent, may be displayed on the premises affected.

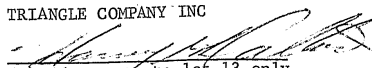
13. GARBAGE: All residences must have garbage disposal units installed in them.

14. VIOLATION AND DAMAGES: If the parties claiming any interest in any said residential lot, 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 covenants or covenant, and/or restrictions or restriction, and to obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

15. SAVING CLAUSE: 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.

Signed: TRIANGLE COMPANY INC

By:


President - as to lot 13 only.

Signed: La Rae Stevenson
La Rae Stevenson- as to lot 23 only

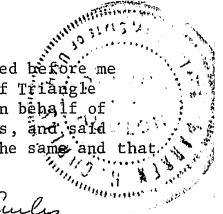
Signed: CORPORATION NINE
By: John W. New
Secretary, Treasurer as to the balance of lots.

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

On the 26th day of November, 1968, personally appeared before me Harvey Dalton, who being duly sworn did say that he is the President of Triangle Company Inc, 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 Harvey Dalton duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Warr H. Curtis
Notary Public

My Commission expires May 20, 1970 Residing in Salt Lake City, Utah

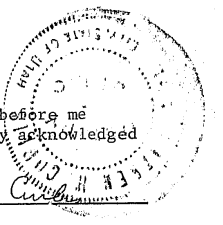


STATE OF UTAH)
) ss.
County of Salt Lake)

On the 26th day of November, 1968, personally appeared before me LaRae Stevenson, a woman, the signer of the within instrument, who duly acknowledged to me that she executed the same.

Warr H. Curtis
Notary Public

My Commission expires May 20th, 1970 Residing in Salt Lake City, Utah



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

On the 26th day of November, 1968 personally appeared before me John W. New, who being duly sworn did say that he is the Secretary Treasurer of Corporation Nine, 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 John W. New duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Warr H. Curtis
Notary Public,

My Commission expires May 20, 1970 Residing in Salt Lake City, Utah

