

CONDITIONS AND RESTRICTIONS ON LINDSAY PARK, PLAT III,
A Subdivision in Brigham City, Box Elder County, Utah

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I. LAND USE AND IMPROVEMENT. 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 and not to exceed two stories in height and a private garage or carport for not more than two cars.

II. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of each dwelling, exclusive of porches and garages, shall be not less than 1,000 square feet.

III. APPROVAL OF PLANS

A. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plot plans have been submitted to and approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot or plot by a committee composed of CLAUDE T. LINDSAY, MAS YANO, and KEITH HANSEN. A majority of the committee may designate a representative to act for it. 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.

B. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, and neither the members of a committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. 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 to return and restore to it any of its powers and duties.

D. In the event said committee or its designated representative fails to approve or disapprove such plans and specifications within 30 days after receipt of a proper presentation, approval of such plans and specifications will be deemed to have been made, provided such proposed construction complies with all other provisions of this declaration.

IV. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to side street line than the minimum building setback front lot on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located to the rear of the dwelling. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches, shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

V. EASEMENTS. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

VI. LOT AREA. No dwelling shall be erected on any lot of less than 8000 square feet.

MAS YANO
ATTORNEY AT LAW
BRIGHAM CITY, UTAH

VII. NUISANCES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

VIII. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

IX. TERM OF RESTRICTIONS. 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 25 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.

X. 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 recover damages.

XI. SEVERABILITY. Invalidation of any one 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.

XII. FAILURE TO ENFORCE. The above various restrictive measures and provisions of this declaration are declared to constitute mutual and equitable covenants and servitudes for perfection and benefit of each property in the said subdivision and failure by the Declarant or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement or be deemed a waiver of the right so to do.

XIII. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat which consists of fencing on the east boundary of Lot 10, 11, 13 and 12, Block 13, of said subdivision.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this instrument the 18th day of November, 1960.

FRIEDLAND CONSTRUCTION CO., INC.

By Max Yano
Attorney-in-Fact

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[Signature]

Leo Hansert

[Signature]