

67

67

Recorded at the request of
Springville Banking Co
 SEP 20 1943 10 02 A.M.

Entry No. 9931

Book Pages
 ELOISE F. TIPTON Recorder
 Utah County
 Deputy

Compared
 Indexed
 Fee 70¢

Sec.
 Tp.
 R.

Mail
Springville

(9)

9920
 DECLARATION OF PROTECTIVE COVENANTS AND
 RESTRICTIONS APPLYING TO DRAGE SUBDIVISION

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district, and

WHEREAS, it is proposed that said district and section of land shall have protective covenants applying to and running with said land, and binding upon all parties, their heirs, successors, and assigns,

NOW, THEREFORE: The signers hereto in consideration of their mutual promises and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

Commencing 278 feet South of the quarter corner common to Sections 10 and 11, Township 6 South, Range 2 East of the Salt Lake Base and Meridian; thence South 530 feet; thence West 637 feet; thence North 530 feet; thence East 637 feet to the place of beginning.

Commencing 245.5 feet South of the Northeast corner of Block 5, Fruitland Addition, which addition is in Section 10, Township 6 South, Range 2 East, of the Salt Lake Base and Meridian; thence South 530 feet; thence West 132 feet; thence North 530 feet; thence East 132 feet to the place of beginning.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

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.

All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached

- 68 - single-family dwelling or one two-family dwelling not to exceed one and one-half stories in height and a private garage for not more than 2 cars.
- B No building 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 composed of W. T. Reynolds, Grace M. Washburn and Levil. Nelson,, 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 members of such committee, nor 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 January 1, 1950. 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.
- C No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line, except as to Lots 5, 6, and 7, Block 3, Drage Subdivision, upon which lots no building shall be located nearer than 15 feet to the front lot line. No building other than ^a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.
- D No residential structure shall be erected or placed on any building plot, which plot has area of less than 5000 square feet or a width of less than 49.5 feet at the front building setback line.

69

- E No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- F No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.
- G No dwelling costing less than \$3000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half story structure.
- H An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- I No person who is of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a difference race domiciled with an owner or tenant.
- J Until such time as a sanitary sewer system shall have been constructed to serve Drage Subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Board 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.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 27th day of April, 1943.

RECORDED
 APR 29 1943
 COUNTY OF KANE
 ARIZONA

Levi E. Nelson
 Levi E. Nelson

Elva B. Nelson
 Elva B. Nelson

Clarence Donald Clayton
 Clarence Donald Clayton

Isabella Clayton
 Isabella Clayton

Grace M. Washburn
 Grace M. Washburn

W. T. Reynolds
 W. T. Reynolds

Maud Reynolds
 Maud Reynolds
