

478

2247

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
 APPLYING TO PHILO T. EDWARDS PROPERTY KNOWN  
 AS PLAT "A", LINCOLN GARDENS, IN  
 OREM, UTAH

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

Beginning at a point 903.9 feet bearing South 89 deg. 10 min. East along the quarter section line and 33.0 feet bearing North 0 deg. 50 min. East from the center of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0 deg. 29 min. West 1306.8 feet; thence South 89 deg. 22 min. East 250.04 feet; thence South 0 deg. 29 min. East 1307.66 feet; thence North 89 deg. 10 min. West to the point of beginning.

These Covenants shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change, modify or abolish said Covenants in whole or in part.

If the parties hereto, or any of them, or their successors, 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 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 so doing or to recover damages 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 structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and not more than a two-car garage.

No building shall be located on any residential building lot nearer than twenty-five (25) feet to the front lot line, nor nearer than twenty (20) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 6 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.

No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than sixty-five (65) feet at the minimum building setback line or an area or less than 6,000 square feet;

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot.

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 nuisance to the neighborhood.

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.

The grantee in accepting this deal agrees that no dwelling shall be erected on said property at a cost of less than \$8,000.00, based upon cost levels prevailing on the date hereof and that the ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling, of more than one story.

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.

479- IN WITNESS WHEREOF, the said owners of the hereinbefore described property, being duly authorized, have caused their names to be hereunto subscribed on this 6th day of March, 1949.

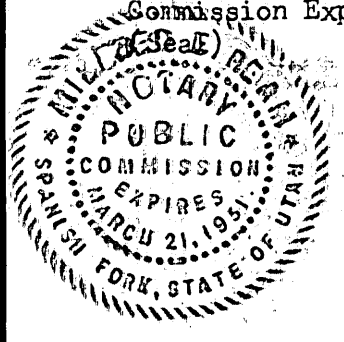
*Philo T. Edwards*  
Philo T. Edwards

STATE OF UTAH )  
                  : ss.  
COUNTY OF UTAH

On this 6th day of March, 1949, personally appeared before me,  
the signer\_ of the foregoing instrument, who duly acknowledged to me that he\_ executed the same.

*J. E. Ream*  
Notary Public

Residing at: *Spanish Fork, Utah*  
Commission Expires: *3-21-51*



Entry No. **2247**  
Recorded at the request of *Philo T. Edwards*  
MAR 6 1950 11:27 A.M.  
Book \_\_\_\_\_ Pages \_\_\_\_\_  
RECORDED  
ANDREDE E. REAM  
Notary Public  
Spanish Fork, Utah  
Compared *20.00* See \_\_\_\_\_  
Indexed \_\_\_\_\_  
Fee *2.00* \_\_\_\_\_  
M. J. P. P. P.  
*Ream, Utah*

2166

AFFIDAVIT

Security Title & Abstract Co.  
22 East 1st North  
Provo, Utah  
Order No. 4231

County of Utah

S S

State of Utah

33-7-3  
4-8-3

I Rose Ward being duly sworn hereby solemnly swear that my two sons Hugh J. Ward and Vincent Ward were not of martial status but were single men as of May 31, 1933; also Erin is my daughter and not a son. I reside in Springville Utah.

Signed *Rose Ward*

Subscribed and sworn to before me this 15th Day of February, 1950.

Witness *Maurice Anderson*  
Date Feb 15-50

Notary Public *[Signature]*

Feb 15 1950



My commission Expires Mar. 4, 1951