

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, ALL AMERICAN REALTY, INC., A Utah Corporation, the option holders on the following property situated in Utah County, Utah, to-wit;

EAST GROVE ESTATES, Plat "A",
located in Pleasant Grove City,
Utah County, Utah, State of Utah.

- 1. 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 not to exceed two stories in height and a private garage and/or carport for not more than three cars.
- 2. 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. No fence or wall shall be erected, placed or altered upon any lot nearer to any street than the minimum building set back line unless similarly approved; approval shall be as provided in parts 9 and 10.
- 3. DWELLING COSTS, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$22,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages shall not be less than 1,200 square feet to a one story dwelling, nor less than 1,000 square feet on each floor for a dwelling of more than one story.
- 4. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 8 feet to any interior lot line or on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach another lot.
- 5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
- 6. EASEMENT: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- 7. NUISANCE: 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.
- 8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.

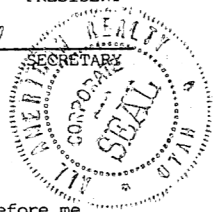
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9. MEMBERSHIP: The Committee is composed of Jack C. Nelson, P.O. Box 424, Pleasant Grove, Utah; Grant Loader, 1145 East Nathaniel Drive, Pleasant Grove, Utah; John Y. Swenson R.F.D. Box 393, Pleasant Grove, Utah; Jesse C. Burnside, R.F.D. Box 424-A, Pleasant Grove, Utah; and Carol Swenson, R.F.D. Box 393, Pleasant Grove, Utah. In the event of a death or resignation of any member of the committee the remaining members have full authority to name a replacement. Neither of the members of this committee or the designated representative shall be entitled to any compensation for services rendered pursuant to this covenant. At any time during the term of these restrictive covenants, a majority of the then recorded owners of lots within this subdivision shall have the right to cause a vote on any of the proceedings of the committee or to withdraw from the committee or restore to it any powers or duties. Each lot ownership shall constitute one vote. Each committee member shall have one vote only. Committee members and lot owners may not delegate their votes.
10. 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 or disapprove within 30 days after plans and specifications have been submitted to 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.
11. TERM: 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 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
12. 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.
13. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.
14. SIGN: No sign of any kind shall be displayed to the public view on any lot except one professions sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, other than signs used by a builder to advertise the property during the construction and sales period.
15. OIL AND MINING OPERATIONS: No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
16. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
17. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
18. NO POLES: Antennas, etc. exceeding the normal roof height of the dwelling involved (excluding normal T.V. antennas) shall be placed on any yard or house. No utility poles will be allowed within the confines of this division subsequent to this agreement.
19. SIGHT DISTANCE AT INTERSECTIONS: No fences, walls, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such

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intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

20. In the event additional property is annexed to the EAST GROVE ESTATES and made a part thereof and so recorded in Utah County Recorder's Office, the provisions of these protective covenants shall apply to all such annexation.

ALL AMERICAN REALTY, INC. COMPANY
John Y. Swenson PRESIDENT
Jesse C. Burnside SECRETARY



STATE OF UTAH)
) : SS
 COUNTY OF UTAH)

On the 14th day of November A.D., 1969, personally appeared before me JOHN Y. SWENSON and JESSE C. BURNSIDE, who being by me duly sworn did say each for himself, that he, the said JOHN Y. SWENSON is the President and he, the said JESSE C. BURNSIDE, is the Secretary of the ALL AMERICAN REALTY, 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 JOHN Y. SWENSON and JESSE C. BURNSIDE each duly acknowledged to me that said corporation executed by same and that the seal affixed is the seal of said corporation.

Mark W. Blaw
 Notary Public

Residing at Pleasant Grove City, Utah County, State of Utah.

My commission expires: February 15, 1973.

In witness whereof, present land holders within the confines of this subdivision have here unto signed their names, the day and year below written.

<i>Grant Loader</i> Grant Loader	<u>12-16-69</u> Date	<i>Carol Loader</i> Carol Loader	<u>12-16-69</u> Date
<i>Darrel L. Ashton</i> Darrel L. Ashton	<u>12-16-69</u> Date	<i>RaNaie Ashton</i> RaNaie Ashton	<u>12-16-69</u> Date
<i>Tim Construction Company (President)</i> Tim Construction Company	<u>12-15-69</u> Date		

Mark W. Blaw
 Notary Public

Residing at Pleasant Grove City, Utah County, State of Utah.

My commission expires: February 15, 1973.

P. R. PLATTED
 ABS. INDEXED
 SEC. TWP. RANGE

John Y. Swenson
Jesse C. Burnside
Grant Loader
Darrel L. Ashton
RaNaie Ashton
Tim Construction Company

RECORDED AT THE REQUEST OF
 PROVO LAND TITLE CO.
 1969
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