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A DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLYING TO CERTAIN LANDS LOCATED WITHIN  
PROVO CITY, UTAH COUNTY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners of the following described real property  
in Utah County, Utah:

Commencing 13.14 chs. East of the Northwest corner of the Northeast  
quarter of Section 2, Township 7 South, Range 2 East, S. L. B. & M.;  
thence S. 23° W. 7.80 chs; thence S. 60°30' W. 12 chs; thence  
N. 44° W. 1.15 chs; thence S. 76°40' W. 1 ch to road; thence S. 14' E.  
80 ft; thence S. 12°42' E. 450 ft; thence N. 51° E. 3.74 chs; thence  
N. 71°30' E. 5.7 chs; thence N. 34°30' E. 9.31 chs; thence East  
6.05 chs; thence South 4.83 chs; thence N. 81°30' E. 4.35 chs; thence  
N. 75°30' E. 2.47 chs; thence N. 72°15' E. 12.38 chs; thence North  
4.90 chs; thence West 30 feet; thence South 31.53 feet to beginning.

Also,

Commencing 4.13 chs. West and .38 chs. North of the Southeast corner  
of Section 35, Township 6 South, Range 2 East, S. L. B. & M.; thence  
North 74.92 feet; thence West 183.50 feet; thence South 74.94 feet;  
thence East 183.50 feet to beginning. Area 0.31 of an acre.

Also,

Commencing 365.56 feet South of the Northeast corner of Section 2,  
Township 7 South, Range 2 East, S. L. B. & M.; thence South 257.48  
feet; thence South 72°15' West to point directly South of a point  
118 feet West of point of beginning; thence North to a point 118 ft.  
West of beginning; thence East 118 feet to beginning. Area .81 of an acre.

Also,

Commencing 7.40 chs. East and 1½ rods North of the Southwest corner  
of the E½ of SE¼ of Section 35, Township 6 South, Range 2 East, S. L.  
B. & M.; thence East 141 ft. to fenced corner; thence North 7.425 chs.  
to fenced corner; thence N. 86° W. 141 ft. more or less to a point  
directly North of beginning; thence South 7.575 chs. to the point of  
beginning. Area 1.60 acres.

Also,

Commencing 33 ft. South and 156 ft. West of the Northeast corner of  
the Northeast quarter of Section 2, Township 7 South, Range 2 East,  
S. L. B. & M.; thence South 364.12 feet; thence West 100 feet; thence  
North 364.12 feet; thence East 100 feet to the point of beginning.  
Area .83 of an acre.

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Also,

Commencing N.  $89^{\circ}54'$  W. 259.80 ft. and South 25 ft. from the Northeast corner of Section 2, Township 7 South, Range 2 East, S. L. B. & M.; thence South  $.06'$  W. 440.22 ft; thence N.  $89^{\circ}54'$  West 99 ft.; thence North  $.06'$  East 440.22 ft.; thence South  $89^{\circ}54'$  East 99 ft. to the point of beginning. Area, 1 acre.

Also,

✓ Commencing on the South line of county road 33 feet South of Northeast Corner of Section 2, Township 7 South, Range 2 East, S. L. M.; South 277.00 feet; West 100 feet; North 277.00 feet; East 100 feet to beginning. Area,  $.64$  of an acre.

hereby declare that all of the land above described, or any part thereof, shall be subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS, AND COVENANTS hereinafter set forth.

I.

Each and every lot or division of the above described property shall be known and is hereby designated as a "residential lot," and no structure shall be erected, altered, placed, or permitted to remain on any such "residential lot" other than one detached single-family dwelling not to exceed one story in height, and a private garage for not more than three (3) automobiles.

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## II.

The ground-floor area of all dwellings, exclusive of basements, one-story open porches, and garages shall not be less than one thousand (1,000) square feet, except as may be specifically permitted in writing by the Architectural and Landscape Committee provided herein.

No building shall be erected, placed, or altered on any residential lot 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 quality of construction material and location of the building with respect to topography and finished ground elevation, by a committee composed of Le Roy S. Taylor, Elsie B. Taylor, and I. Dale Despain or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any of the members 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, and said remaining members, and the remaining members of any successor committee, shall also have authority to fill any vacancy at any time on said committee or any successor committee.

In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (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 its designated representative shall cease on and after January 1, 1975. 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 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.

## III.

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described. No fowl, animal, or other creatures other than the usual and common household pets in reasonable number shall be kept in any lot or plot or within any building within said tract.

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## IV.

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon, or about any of said residential lots hereinbefore described or any part thereof 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.

## V.

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinafter named, such approval to be given in writing.

## VI.

No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except a single sign, not more than  $1\frac{1}{2}$  x 3 feet in size, advertising the sale or rental of the dwelling.

## VII.

No trash, ashes, or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

## VIII.

Easements are reserved as shown in the plat as filed in the County Recorder's Office for utility installation and maintenance and irrigation ditches.

## IX.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

## X.

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said residential lots hereinbefore described, or any part thereof, until twenty-five (25) years from the date hereof, at which time and at the end of each ten-year period thereafter said covenants and restrictions shall be extended automatically for successive periods of ten (10) years unless, by a vote of the majority of the then owners of said residential lots had prior to the expiration of any such period, it is agreed to change the said covenants in whole or in part, effective at the end of the then current period.

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XI.

If the parties now claiming any interest in said residential lots hereinbefore described, or any of the, or their heirs, successors, grantees, personal representatives, or assigns shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five (25) years from the date hereof or prior to the expiration of any ten-year extended period, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute at any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions, and either prevent him or them from so doing or recover damages or other dues for such violation or violations.

XII.

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 until twenty-five (25) years from the date hereof, subject to automatic extension as provided in Paragraph X hereof.

IN WITNESS WHEREOF the undersigned owners of the property described herein have caused these presents to be executed this 12<sup>TH</sup> day of FEBRUARY, 1958.

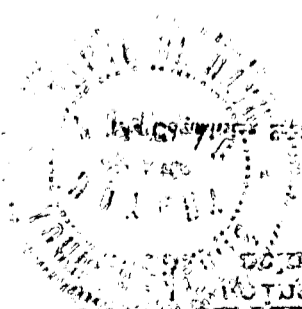
By LeRoy S. Taylor Ernest A. Christensen  
Earl Eric Benson Taylor Helena S. Christensen  
Walter Taylor Carl R. Sayre  
Ruthella T. Christensen Mildred P. Sayre  
Pete M. Christensen  
Norman E. Grant  
Lilly Grant

STATE OF UTAH )  
 ) ss.  
 COUNTY OF UTAH )

On the 12<sup>TH</sup> day of FEBRUARY, 1958, personally appeared before me THE ABOVE SIGNED PROPERTY OWNERS, the signers of the above and foregoing Declaration of Protective Covenants and Restrictions, who duly acknowledged to me that they signed and executed the same.



John H. Adams  
 Notary Public  
 FEB 24 3 11 PM '58  
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LeRoy S. Taylor  
1183 West 9th St  
Provo, Utah  
 ABSTRACTED  
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