

254
11430PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all the property and premises situated in Utah County, Utah, and described as follows:

Beginning at a point in the East line of 400 East Street, 1814.56 feet North and 10.38 feet East from the South one quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North $89^{\circ} 59'$ East distant 885.28 feet to the East property fence, thence North $26^{\circ} 06'$ East distant 631.11 feet along said property fence; thence North $45^{\circ} 29'$ West distant 373.14 feet to the one quarter section line; thence North $88^{\circ} 59'$ West distant 586.03 feet along one quarter section line; thence South $1^{\circ} 01'$ West distant 129.86 feet; thence North $88^{\circ} 59'$ West distant 210.00 feet; thence South $1^{\circ} 01'$ West distant 100.00 feet; thence North $88^{\circ} 59'$ West distant 109.92 feet to the East line of 400 East Street; thence South $1^{\circ} 13'$ East distant 615.02 feet to beginning.

LINCOLN HEIGHTS, a subdivision in Utah County, Utah, according to the plat thereof on file and of record in the office of the County Recorder of Utah County, Utah, as Entry # 10236, Map Filing # 364 on August 1, 1955; and does hereby establish the nature of the use and enjoyment of all lots in said subdivision and that all conveyances of these lots shall be made subject to the following conditions, restrictions and stipulations;

1. Said lots shall be known and described as "Residential Building Lots" and used for purposes of residence only.
2. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, not to exceed one story in height and a private garage or carport for not more than two cars, one story in height.
3. No garage or other buildings whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions, and stipulations herein contained, and neither prior to the erection nor after the erection, of the main building herein permitted on any of said lots, shall any garage or other out-building be used for residential purposes.
4. No residence shall be erected, permitted or maintained on any of said lots, which shall have a ground floor area of less than 950 sq. ft., such ground floor area to be exclusive of open porches, pergolas, or an attached garage or carport.
5. 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 6 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the front lot line. For the purpose 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 or a lot to encroach upon another lot.
6. No building shall be placed, erected or permitted on any building plot in the above described area until the building plans and the specifications have been approved in writing as to conformity and harmony of external design with existing structures in the area and as to location of the building composed of Harry Cook, William K. McDonald and Mas Yano. or by a representative designated by a majority of the members of said committee.

255- In the event of the death or resignation of any member or members of said committee, the remaining members or member shall have full authority to appoint a member or members to fill any vacancy or vacancies in said committee. In the event that a majority of the members of 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, of 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.

7. No hospital or sanitarium shall be constructed or maintained on any of the lots in Lincoln Heights and no building used or occupied in the care, lodging, or entertainment of persons suffering from disease shall be maintained, kept or permitted on any said lots.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.

9. These covenants and restrictions are made for the benefit of the lots herein described, and are to run with the land and shall inure to the benefit of and be binding on all parties or persons claiming under them until June 1, 1980, at which time such covenants and restrictions shall be automatically extended for successive periods of five years, unless by a majority vote of the then individual property owners it is agreed to change the said covenants and restrictions in whole or part; provided however, that the restrictions contained in Paragraph 7 shall be perpetually appurtenant to said lots.

10. If any person should violate or attempt to violate any of the covenants or restrictions herein before June 1, 1980, or such time later as may be set up by the provisions in the next preceding paragraph, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute by proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violations.

11. Should any of the covenants or restrictions herein be held invalid or void, such invalidity or voidance of any covenant or restriction shall not affect the remaining provisions of this instrument or any valid covenant or restrictions herein contained.

12. Any violations of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of the foreclosure for any violation of the provisions, condition, restrictions, and covenants herein contained occurring after the acquisition of said property through foreclosure deed in lieu of foreclosure.

WITNESS, the hands of said owners this 25th day of August, 1955.

Frank C. Cordner
Frank C. Cordner

Elsie D. Cordner
Elsie D. Cordner

Y & H DEVELOPMENT CO., a corp.

BY: Max. Hans
President

