

1227
 ENRINO NO. 1227
 BOOK 598 PAGE 208
 THE MAVER UTAH COUNTY
 RECORDER
 Co. Recorder Deputy
 FEB 6 10 54 AM '52
 ABSTRACTED _____ SEC.
 PROOF READ & CORRECTED
 INDEXED _____ R
 FEE \$1.00
 J. L. Johnson
 Attorney at Law
 (2)

1239

DECLARATION OF RESTRICTIONS AND LIMITATIONS ON
REAL PROPERTY LOCATED IN OREM, UTAH
DESCRIBED BELOW

WHEREAS, the undersigned are the owners of the following described property located in Orem City, Utah County, State of Utah, to-wit:

Beginning at a point in the North fence line of 800 South Street, said point situated 47.9 feet East along Center Line of 800 South Street and 31.9 feet North from the West one quarter corner of Section 22, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence East along fence line, said fence being parallel with and 25 feet North of center line of 800 South Street distant 2610.53 feet; thence North 3 degrees 01' West along East property fence distant 1071.05 feet; thence South 87 degrees 28' West along North property fence distant 875.10 feet; thence South 87 degrees 16' West along North property fence distant 442.0 feet; thence South 9 degrees 54' West along North property fence distant 22.7 feet; thence South 88 degrees 55.5' West along North property fence distant 953.5 feet; thence South 88 degrees 21.5' West along North property fence distant 327.47 feet; thence South 2 degrees 45' East along West property fence distant 961.29 feet to point of beginning.

AND, WHEREAS, it is the intention of the undersigned owners that certain protective and restrictive limitations pertaining to the use of the respective lots or parcels of land by the purchasers thereof, should be established, fixed and attached, and become appurtenant to each of the said lots or parcels of land and be true covenants running with the land.

NOW, THEREFORE, the Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1977, at which time said Covenants shall be automatically extended for successive periods of ten 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 described area 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 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.

DEFINITIONS: The word "lot" as hereinafter used refers to one or more of the numbered and dimensioned lots as shown upon the map as approved by the Orem City Council. The words "Building plot" as hereinafter used refers to any parcel under a single ownership intended as a site and grounds for a dwelling house, and appurtenant outbuildings, whether composed of one or more "lots" or combination of "lots" or portions thereof.

A. 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 single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot.

410 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 described area as to building materials to be used, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Woodruff Jensen, Moroni Jensen, and Edward E. Wickman, 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.

C. On any residential building plot located on 800 South Street in Orem, Utah, no building shall be located nearer than 35 feet to the lot line on said 800 South Street, nor shall any building in said area be located on any residential building plot nearer than 30 feet to the lot line on any other Street within said area.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet or a width of less than 80 feet at the front building setback line, except that a residence may be erected or placed on any lot as platted, which said plat has been approved by the Orem City Council.

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 out-building 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 \$10,000.00, based upon cost levels prevailing on the date of the recordation of these Covenants, shall be permitted on any lot in said described area. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet.

H. No fowl, animals or other creatures other than usual and common household pets in reasonable number shall be kept on any lot nor plot nor within any building in said tract.

I. No signs, billboards or advertising structures may be erected or displayed on any of the lots contained in said described area or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size advertising a specific unit for sale or house for rent, may be displayed on the premises affected. Also, during the period of development the owners shall be given the right to erect a sign or signs larger than herein specified on any or all lots.

J. No trash, ashes or any other refuse may be dumped or thrown on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service.

K. No fence, wall, hedge or mass planting over three feet in height shall be permitted to extend nearer to any street than the minimum building setback line.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Orem, Utah County, State of Utah, this 23rd day of January, A.D., 1952.

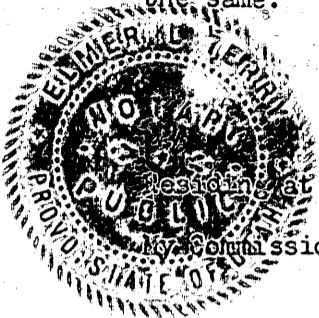
Woodruff Jensen

Moroni Jensen

Leonard Beckman

411 STATE OF UTAH)
: SS
COUNTY OF UTAH)

On this 23rd day of January, A.D., 1952, personally appeared before me Woodruff Jensen, Moroni Jensen and Edward E. Wickman, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Witnessed at: Provo, Utah

My Commission Expires: 1/21/55

Elmer Jensen
Notary Public.

ENTRANCE NO. 1239
BOOK PAGE
THEM WEST UTAH COUNTY RECORDER DEPUTY

FEB 6 2 32 PM '52
ABSTRACTED _____ SEC.
PROOF READ _____ TP
INDEXED _____ R
\$4.50

Plat # 2 Box 122
Carm (Atch)

1258 b 1736

In the Matter of the Estate of :
CATHRINE ALICE BROWN HENSON, : WAIVER OF LIEN
Deceased. :

WILLIAM L. HENSON, having submitted to the undersigned a request for a waiver of lien for inheritance taxes, and having supported the same by his affidavit, the undersigned, in reliance upon the facts contained in said affidavit, do hereby waive any and all claim to a lien for inheritance taxes due to the state of Utah from the estate of the above-named decedent upon the following described real property situated in Utah County, state of Utah, to-wit:

NE 1/4
N 20 1/4
8466-51
Com 19 rds E of the NE cor of Blk 8, Plat C, Provo City Survey, running E 3 rds; S 12 rds; W 3 rds; N 12 rds to pl of beg. Area .12 of an acre.

Dated this 31st day of January, 1952.

UTAH STATE TAX COMMISSION

By Leland S. McCullough
Counsel

By C. R. Openshaw, Jr.
Executive Secretary



STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

On the 31st day of January, 1952, personally appeared before me Leland S. McCullough and C. R. Openshaw, Jr., who, being first duly sworn, did depose and say; that they are the Counsel and Executive Secretary respectively of the