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PROTECTIVE COVENANTSSecurity Title & Abstract Co.
22 East 1st North
Provo, Utah
Order No. 657

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 1257.7 feet North and 8.9 feet West of the South Quarter Corner of Section 19, Township 6 South, Range 3 East, Salt Lake Base and Meridian, and running thence North $88^{\circ} 32'$ West 1035.8 feet; thence North $4^{\circ} 14'$ West 322.0 feet; thence South $89^{\circ} 35'$ East 1056.3 feet; thence South $0^{\circ} 30'$ East 339.8 feet to the point of beginning.

CARTER MANOR SUBDIVISION, 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 #11019, Map Filing # 365 on August 18, 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 and a half stories in height and private garage or carport for 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 1000 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 residential building plot nearer than 30 feet to the front lot line, nor nearer than 30 feet to any side street line. No building other than a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line. Such limitations must conform to existing Zoning Ordinances.
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 George B. Carter, Richard D. Parker and Elmer D. Loveless, or by a representative designated by a majority of the members of said committee.

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, 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 fully complied with.

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7. No hospital or sanitarium shall be constructed or maintained on any of the lots in Carter Manor Subdivision 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 of 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 Sept.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 September 1,1980, or such time as may be set up by the provisions in the next preceding paragraph, it shall be lawful for any 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 effect 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 8th day of September, 1955.

Bert Smith
Bert Smith

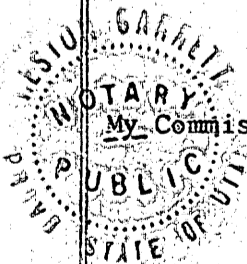
ZION'S BUILDING & CONSTRUCTION COMPANY
A Partnership

George B. Carter
Partner

STATE OF UTAH)
):S.S.
COUNTY OF UTAH)

On the 30 day of September A. D. 1955, personally appeared before me Bert Smith, one of the signers of the within instrument, who duly acknowledged to me that he executed the same.

Weston Garrett
Notary Public



My Commission expires: 7-20-1956 Residing at Provo, Utah

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STATE OF UTAH)
 : S.S.
COUNTY OF UTAH)

On the 30 day of September, 1955, personally appeared before me George B. Carter, who being by me duly sworn, did say that he is a member of the firm of ZION'S BUILDING AND CONSTRUCTION COMPANY, a partnership, and that the foregoing instrument was signed in behalf of said partnership by authority of the articles of said partnership and said George B. Carter acknowledged to me that said partnership executed the same.



Weston Garrett
Notary Public

My Commission Expires 7-20-1956

Residing at: Provo, Utah

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SECURITY TITLE & ABSTRACT CO.

BOOK _____ PAGE _____
THE MA VEST UTAH COUNTY
RECORDER
Thelma Lee
DEPUTY

SEP 30 3 35 PM '55

ABSTRACTED _____ SEC. _____

PROOF READ _____ TP _____

INDEXED _____ R _____

FILED 3.80 MAIL TO

SECURITY TITLE & ABSTRACT CO.