

13032

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO CASA LINDA ESTATES SUBDIVISION

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district; and it is proposed that said district and section of land shall have protective covenants applying to and running with said land, and binding upon all parties, their heirs, successors, and assigns;

NOW, THEREFORE, the signers hereto in consideration of their mutual promises and in consideration of covenants herein make do severally agree to and with each other as to the following described property:

Lots 1 through 6 and lots 9 through 13, Plat "A", Casa Linda Estates Subdivision, Orem, Utah County, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

These covenants shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change, modify or abolish said Covenants in whole or in part.

If the parties hereto, or any of them or their successors, 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 Subdivision 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 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.

All lots in the tract, shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and not more than a three-car garage, or car port for three cars.

No buildings shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and lot 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 location of the building with respect to topography and finished ground elevation, by a committee composed of Michael R. Ellis, Clement H. Broderick, and Harold E. Babcock, or by a representative designated by a majority 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. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such 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 hereof, 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 of its designated representative, shall cease on and after January 1, 1992. 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 recorded owners of a 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.

BOK 1230 MAR 5 1988

13682

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO CASA LINDA ESTATES SUBDIVISION

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NOW, THEREFORE, the signers hereto in consideration of their mutual promises and in consideration of covenants herein make do severally agree to and with each other as to the following described property:

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If the parties hereto, or any of them or their successors, 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 Subdivision 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 for such violation.

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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.

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

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gases shall be erected, maintained or permitted upon any lot.

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 of disposal of such material shall be kept in a clean and sanitary condition.

No lot shall be used or maintained as a salvage yard or repair station for motor vehicles, bicycles, kitchen appliances or any other items that would be offensive to a majority of lot owners in the subdivision or the general public.

All lots shall be maintained free of weeds and trees shall be watered regularly and maintained in a normal, healthy, condition.

No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

IN WITNESS WHEREOF, the said owners of the hereinbefore described property, being duly authorized, have caused their names to be hereunto subscribed on this 5th day of September, 1972.

969 South
100 West
Crem, Utah

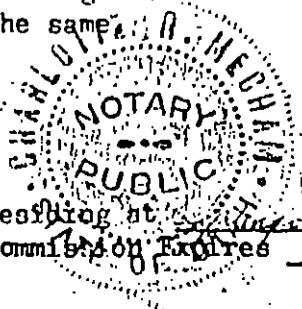
PL S T R
NINA E. REID
UTAH COUNTY CLERK
DEPUTY
PR ABS IND
1972 SEP -6 AM 11:30

RECORDED AT THE OFFICE OF
NINA E. REID
CLERK
13682

Michael R. Ellis
Marilyn B. Ellis
Harold E. Babcock
Betty S. Babcock

STATE OF UTAH)
COUNTY OF UTAH)SS

On this 5th day of September, 1972, personally appeared before me Michael R. Ellis, Marilyn B. Ellis, Harold E. Babcock and Betty S. Babcock, wife, the signers of the above instrument who duly acknowledge to me that they executed the same.



N. E. Meekham
Notary Public

Residing at 969 South 100 West, Crem, Utah
Commission Expires 8/25/1975

BOOK 1230 PAGE 529

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IN WITNESS WHEREOF, the said owners of the hereinbefore described property, being duly authorized, have caused their names to be hereunto subscribed on this 5th day of September, 1972.

9699 South
100 West
Orem, Utah
1972 SEP - 5 09:11:30
13682
Richard P. Ellis

Michael R. Ellis
Marilyn B. Ellis
Harold E. Babcock
Betty S. Babcock

STATE OF UTAH)
COUNTY OF UTAH)SS

On this 5th day of September, 1972, personally appeared before me Michael R. Ellis, Marilyn B. Ellis, Harold E. Babcock and Betty S. Babcock, wife, the signers of the above instrument who duly acknowledge to me that they executed the same.

Residence: Richard P. Ellis
Commission Expires: 8/25/1975

Charlotta A. Mischow
Notary Public

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