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Michael E. Smith
THELMA VEST SMURTHWAITE
HITAM COUNTY RECORDER

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DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS APPLYING TO STEWART'S MONTE VISTA SUBDIVISION

PLAT A. AND B.

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district, and
WHEREAS, 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 hereto, their heirs, successors and assigns,

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NOW THEREFORE, the signers hereto in consideration of their mutual promised and in consideration of the covenants herein made, do hereby severally agree to and with each other as follows:

1. These covenants and restrictions shall apply to the following described real property situated in Utah County, Utah, more particularly described as follows, to wit:

Beginning 630 Feet North and 400 feet East of the South-west corner of Section 18, Township 6, Range 3 East of the Salt Lake Base and Meridian; thence East 906 feet; thence South 450 feet; thence West 906 feet; thence North 450 feet to the place of beginning.

2. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of 10 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.

3. 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 subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant

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and either to prevent him or them from doing so or to recover damages or other dues for such violation.

4. 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.

5. 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 2 cars.

6. 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Allen G. Stewart, as Chairman, and Martha E. Stewart, and Cullen Y. Christenson, members, 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 or 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 the 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

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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, 1965. 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 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.

7. 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.

8. No residential structure shall be erected or placed on any building plot, which plot has area of less than 10,000 square feet or a width of less than 85 feet at the front building setback line. No Commercial enterprise.

9. 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.

10. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

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11. No dwelling costing less than \$11,000.00, based on costs prevailing at the time of the recording hereof, shall be permitted on any lot in the tract. 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.

12. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance, and wall fences or hedges shall not extend forward of the dwelling setback to any street.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 25th day of September, 1958.

Allen G. Stewart
Allen G. Stewart

Martha E. Stewart
Martha E. Stewart

STATE OF UTAH)
County of Utah) ss

On the 25th day of September, 1958, personally appeared before me, Allen G. Stewart, and Marthe E. Stewart, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



R. G. Christensen
Notary Public
Residing at: Provo, Utah

My Commission Expires:

11/11/61

Allen G. Stewart
4399 North
Canyon Road
Provo, Utah

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Thelma Vest Spurrwaite
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