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PROTECTIVE COVENANTS

LAKEVIEW MANOR ADDITION

Orem, Utah County, Utah

oo-0-co

KNOW ALL MEN BY THESE PRESENTS:

That Modern Home Builders, Inc., the owner of all the real property in Lakeview Manor Addition in the City of Orem, Utah County, Utah, does hereby declare the following Protective Covenants, their conditions and reservations as established, pertaining to all of the property in the said named addition.

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing 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 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 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.

1. All lots in the tract shall be known and be described as residential lots. No structures shall be erected, altered, placed or be 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.

2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

3. No building shall be located nearer than thirty (30) feet to the front lot line or nearer than twenty (20) feet to the

521- side street line. No building, except a detached garage, or other outbuilding, located seventy (70) feet, or more, from the front lot line, shall be located nearer than one (1) foot to any side lot line.

4. No dwelling shall be erected or placed on any site having a width of less than sixty five (65) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6,000) square feet.

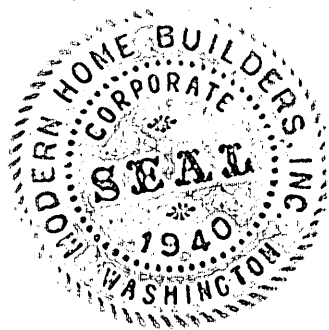
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. No dwelling shall be permitted on any lot at a cost of less than Eight Thousand Dollars (\$8,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better, than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred (800) square feet for a one-story dwelling, nor less than six hundred and fifty (650) square feet in the case of a one and one-half story structure.

7. Public utility easements over, under and across the lots as designated on the face of the recorded plat shall not be used for any purpose inconsistent with their use as public utilities easements. Said easements shall become effective if, and when, said utilities are constructed and installed.

8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction.

IN WITNESS WHEREOF, the party hereto has executed this instrument this 28 day of February, 1956.



MODERN HOME BUILDERS, INC.

G. O. Medack
G. O. Medack, President

