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Sells, State

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BOOK _____ PAGE _____
THE 1st DEPT. OF RECORDS
SALT LAKE COUNTY

State Bank of Sells

5140

UTAH TITLE COMPANY
19 North Univ. Ave.
PROVO, UTAH
Order No 2708

5143

COVENANTS

THESE COVENANTS shall run with the land known and platted as WESTERN MANOR SUBDIVISION, Orem, Utah County, State of Utah, situated in Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian and each and every part thereof, which subdivision is described as follows, to-wit:

Beginning at a point which is North on the Section line 663.27 feet and West 12.42 feet from the East Quarter corner of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence North 88° 55' West 1303.35 feet; thence North 0° 16' West 643.92 feet; thence South 88° 39' East 1303.74 feet; thence South 0° 15' East 637.90 feet to the point of beginning.

These covenants shall be binding on all parties and all persons claiming under them until January 1, 1976, 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 estate 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.

No building shall be placed, erected, or altered on any building lot in this subdivision until the building plans, specifications and lot plan showing the location of such buildings have been approved in writing as to conformity and harmony or external design with existing structures in the subdivision, as to location of the building with respect to topography and finish ground elevation, by a committee composed of Alan G. McCormick, Marcia F. McCormick and Afton M. Payne, or by a representative designated by a majority of the members of said committee. The remaining members or member 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 it's 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 thereof, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee, nor it's designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of it's designated representative, shall cease on or after January 1, 1975. Thereafter, the approval designated 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.

No building shall be located on any residential building lot nearer than 30 feet to the front building line, nor nearer than 20 feet to any side street line.

109- The existing side yard regulations and limitations presently in effect in Orem City, Utah, shall apply to all dwellings and buildings erected or placed on any building lot within the subdivision. With the exception that no garage or outbuilding shall be erected or placed nearer than 1 foot from any adjoining lot line.

No residential structure shall be erected or placed on any building lot which lot has an area of less than 7000 square feet or a width of less than 70 feet at the front building setback line.

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 any annoyance or nuisance to the neighborhood. No typical farm animals such as horses, cattle, pigs, chickens, sheep or goats shall be kept on any lot.

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.

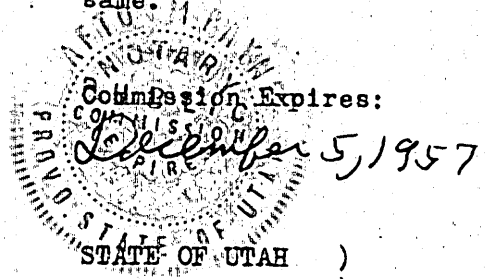
The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet in the case of a one story structure nor less than 850 square feet in the case of a one and a half or two story structure.

Easements for the construction, operation and maintenance of utilities shall be reserved as shown on the official plat of WESTERN MANOR SUBDIVISION.

Emma E Stratton
Margaret S. Wright
Alan G. McCormick *Marcia F. McCormick*

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

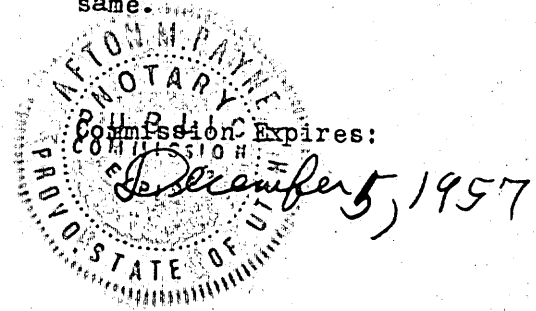
On the 17th day of April, A.D. 1956, personally appeared before me a Notary Public in and for the State of Utah, Alan G. McCormick, Marcia F. McCormick, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Afton M. Payne
Notary Public

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the 17th day of April, A.D. 1956, personally appeared before me a Notary Public in and for the State of Utah, Emma E. Stratton and Margaret S. Wright, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Afton M. Payne
Notary Public

Alan G. McCormick
Marcia F. McCormick
Emma E. Stratton

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