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DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS, EQUITABLE
SERVITUDES AND LIENS APPLYING TO TIMPHAVEN HOMES PLAT 1-A
IN UTAH COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned Stewart Canyon Corporation, is the owner of real property known as Timphaven Homes, Plat 1-A, recorded in the office of the County Recorder of Utah County, State of Utah and is also the owner of other property in the vicinity of Timphaven Homes Plat 1-A, and

WHEREAS, the Stewart Canyon Corporation desires to subject the real property encompassed in Timphaven Homes Plat 1-A to certain Covenants, Easements and Equitable Servitudes and Liens so as to:

1. Insure the best use and most appropriate development of land and buildings.
2. Protect the owners of land and buildings against the improper use of surrounding buildings which will depreciate the value of their property.
3. Preserve, so far as practicable, the natural beauty of said property.
4. Guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials.
5. Insure the highest and best development of said property.
6. Encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites.
7. Prevent haphazard and inharmonious improvement of building sites.
8. Secure and maintain proper setbacks from streets and adequate free space between structures.
9. Provide adequately for a high type and quality of improvement in said property and thereby enhance the values of investments made by purchasers of building sites therein.

NOW THEREFORE, the undersigned Stewart Canyon Corporation in consideration of mutual promises or other valuable considerations hereby declares that the property contained in Timphaven Homes

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Plat 1-A shall be held, transferred, sold, and conveyed subject to the Covenants, Easements, Equitable Servitudes and Liens hereinafter set forth. The land contained in said Timphaven Homes Plat 1-A is more particularly described as follows, to-wit:

Beginning at a point which is West 751.84 feet and North 559.38 feet from the Southeast Corner Section 10 Twp. 5 South, Range 3 East, S.L.B. & M.; thence North 76° W. 125.95 feet; thence S. 60° W. 150.562 feet; thence N. 30° W. 213.007 feet; thence N. 5° E. 334.782 feet; thence N. 74° W. 181.92 feet; thence S. 80° W. 168.24 feet; thence North 37.185 feet; thence West 173.71 feet; thence N. 44° W. 281.607 feet; thence N. 72° W. 256.292 feet; thence N. 44° W. 332.374 feet; thence N. 31° E. 173.63 feet; thence S. 59° E. 46.52 feet; thence N. 97.35 feet; thence E. 144.611 feet; thence S $52^{\circ}49'$ E. 100.012 feet; thence N. $52^{\circ}28'$ East 37.462 feet; thence S. $63^{\circ}12'$ E. 43.403 feet; thence S. $44^{\circ}32'$ E. 67.60 feet; thence S. $51^{\circ}32'$ E. 100.00 feet; thence S. $35^{\circ}05'50''$ E. 50.377 feet; thence S. $64^{\circ}09'$ E. 156.39 feet; thence S. $45^{\circ}12'$ E. 180.00 feet; thence S. $52^{\circ}51'$ East 88.4 feet; thence N. $33^{\circ}28'$ E. 37.00 feet; thence S. $52^{\circ}47'$ E. 100.00 feet; thence S. $33^{\circ}18'$ W. 24.957 feet; thence S $61^{\circ}02'$ E. 75.023 feet; thence S. $54^{\circ}09'$ E 120.20 feet; thence N. $20^{\circ}28'$ E. 66.00 feet; thence N. $16^{\circ}32'$ W. 43.00 feet; thence S. $83^{\circ}02'$ E. 32.50 feet; thence S. $13^{\circ}14' 04''$ E. 34.831 feet; thence S. $45^{\circ}27'$ E. 51.301 feet; thence S. $20^{\circ}28'$ W. 8.699 feet; thence S. $73^{\circ}17'$ E. 63.40 feet; thence S. $23^{\circ}58'$ W. 18.00 feet; thence S. $73^{\circ}02'$ E. 50.00 feet; thence N. $23^{\circ}58'$ E. 5.00 feet; thence S. $73^{\circ}02'$ E. 50.00 feet; thence N. $23^{\circ}58'$ E. 10.00 feet; thence S. $73^{\circ}02'$ E. 59.70 feet; thence S. $48^{\circ}45'$ E. 53.64 feet; thence S. $55^{\circ}42'$ E. 49.10 feet; thence S. $32^{\circ}32'$ E. 110.00 feet; thence S. $75^{\circ}18'$ W. 25.204 feet; thence S. $0^{\circ}57'$ W. 195.55 feet; thence S. $9^{\circ}22'$ E. 65.60 feet; thence S. $8^{\circ}32'$ E. 152.547 feet; thence South 183.761 feet to the point of beginning.

No property other than that described above shall be deemed subject to this declaration unless and until specifically made subject thereto. The declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, equitable servitudes and liens herein set by appropriate reference hereto.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1977, at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of majority of the then owners of the lots in Timphaven Homes Plat 1-A shall agree to abandon or change said Covenants in whole or in part.

If the lot owners or any of them, or their heirs or assigns shall violate any of the Covenants or Servitudes or attempt to

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violate any of them it shall be lawful for any other person or persons owning any real property situated in Timphaven Homes Plat 1-A, or for any member of the Architectural Committee as established below, or for the Stewart Canyon Corporation or its successor, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any Covenant or Servitude and either to enjoin such violation or to recover damages for such violation. Invalidation of any of these Covenants or Servitudes by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force or effect.

A. There is hereby created an Architectural Committee for Timphaven Homes Plat 1-A, composed of three members including, I. Dale Despain, the president of the Stewart Canyon Corporation, presently Justin C. Stewart and a third member to be designated by them. In the event of the death or resignation of any member of said Committee, the remaining members shall have authority to fill such vacancies provided that the President of the Stewart Canyon Corporation or a person designated by such President shall serve as a member of the Architectural Committee. In the absence of a full Committee, the powers of the Architectural Committee may be fully exercised by the remaining members of the Committee or by a representative designated by the remaining members.

B. All lots in Timphaven Homes Plat 1-A shall be known and described as residential lots on which may be built or maintained a family residence and appurtenant structures only, except that such residence may be used as a real estate office for the sale of lots in North Fork of Provo Canyon and except that a lot or lots may be used for recreational purposes for the common use and benefit of lot owners in Timphaven Homes Plat 1-A and other such plats.

C. No building shall be erected, placed, altered, or remodeled on any lot in this subdivision except as such building conforms to and is in harmony with the external design of existing

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structures and is properly located on the lot with respect to topography and finished ground elevations and until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by the Architectural Committee or by a representative of such Committee.

In the event the Architectural Committee or its designated representative fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it or in the event no suit has been instituted to enjoin the erection or alteration of such building, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of the Architectural Committee or its successors is continued to January 1, 1977 and thereafter for successive periods of ten years unless by vote by a majority of the owners of lots the Covenants and Servitudes contained in this instrument are abandoned as provided above.

D. No building shall be located on any building lot nearer than 25 feet from the center line of any platted road, street or travel easment nor nearer than 20 feet from any side lot line, EXCEPT AS CONSTRUCTION CLOSE TO THE BOUNDARIES OF ANY GIVEN LOT MAY BE AUTHORIZED BY THE ARCHITECTURAL COMMITTEE.

E. There shall be constructed and maintained by Declarants culinary water facilities consisting of water mains and storage facilities. The owner of each lot shall be entitled to one service connection to said water mains for a connection fee and to continuing supplies of water for periodic or annual charges as determined by declarants.

F. There shall be constructed by declarants certain roads and rights-of-way within the boundaries of Timphaven Homes, Plat 1-A for the general use of the owners of the lots located within Timphaven Homes Plat 1-A and the owner of each lot shall have an interest equal to his per cent of ownership of total lots in and to all roads, easements and other facilities held in common with other lot owners in Timphaven Homes Plat 1-A.

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G. The owner of each lot may be assessed an annual charge for the purpose of paying all expenses in connection with the maintenance, repair, upkeep, improvement, snow removal and future construction of said roads and easements described in paragraph F above. Such charges and assessments shall become a lien which may be recorded in the office of the County Recorder on the lots and improvements constructed thereon as soon as said charges or assessments are due and payable.

H. A majority of the lot owners present at a meeting duly called by any lot owner or the declarant herein, on not less than ten days mailed notice to all lot owners, may determine any annual charge to be levied on the owner of each lot as provided in Paragraph G above. Provided, however, that the said majority may elect officers or, in the alternative, may elect a committee of not less than three nor more than nine owners of lots, who shall serve for a term designated by such majority or until successors are elected, and who shall have authority to collect said charges, expend monies received, and carry out all obligations in connection therewith as outlined in Paragraph G above. Provided further, that said majority of lot owners or the officers or the committee so elected shall give notice to each lot owner by registered mail of any assessment levied against his lot and assessment shall be due and payable within sixty days after said notice has been mailed, and shall constitute a lien on said lot if not paid within said sixty days. Provided further, that if said assessment is not paid within ninety days following the mailing of such notice, any lien so attaching for non-payment of assessment may be recorded in the office of the County Recorder and said lien may be foreclosed in accordance with Utah law governing the foreclosure of mortgages.

I. No noxious 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.

J. There is hereby reserved an easement for travel and for utilities, installation and maintenance of 15 feet on both sides of the center line of any platted road or street within the boun-

daries of Timphaven Homes Plat 1-A. There is also reserved an easement across each lot for installation and maintenance of utilities.

IN WITNESS WHEREOF, the Stewart Canyon Corporation does execute this instrument and through its president and its secretary.

STEWART CANYON CORPORATION

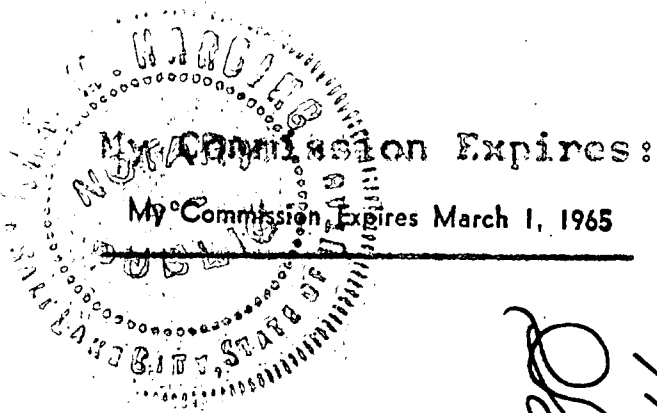
Justin C. Stewart
Justin C. Stewart, President

Eleanor S. Olsen
Eleanor S. Olsen, Secretary

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 5th day of September, 1963 personally appeared before me Justin C. Stewart and Eleanor S. Olsen who being by me duly sworn did say, each for himself, that he, the said Justin C. Stewart is the president, and she, the said Eleanor S. Olsen is the secretary of the Stewart Canyon Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Justin C. Stewart, and Eleanor S. Olsen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Jay M. Harding
Notary Public
Residing at Salt Lake City, Utah



Justin C. Stewart
Atty - at - Law
714 Stubbins Ave Bldg.
Salt Lake City
Utah
84111

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THEMA VESI SQUIRTHWAITE
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