

230 - STATE OF UTAH,

County of Utah

On the 13th day of September, A. D. 1955, personally appeared before me, a Notary Public in and for the State of Utah, Alta Harris Devey,

the signers of the above instrument, who duly acknowledged to me that she.... executed the same

Notary Public

My commission expires July 15, 1956 Residing at Pleasant Grove, Utah



My commission expires July 15, 1956 Residing at Pleasant Grove, Utah

1233
UTAH TITLE COMPANY
BOOK THE LIMA VEST PAGE 1
JUAN COUNTY RECORDER DEPT
INDEXED W. H. Helm Sept 20, 1955
PROOF READ 10 34 AM '55
ABSTRACTED SEC
INDEXED 10 34 AM '55
SEARCHED 10 34 AM '55
SEARCH FEE \$1.00 SEARCH

12958
COVENANT

THESE COVENANTS shall run with the land known and platted as Extension No. 2, BATTLE CREEK HEIGHTS SUBDIVISION, a subdivision, Pleasant Grove, Utah County, State of Utah, situated in Section 27, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and each any every part thereof, which subdivision is described as follows, to-wit:

Commencing South 1265.29 feet and West 1075.17 feet from the North Quarter Corner of Section 27, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running thence South $14^{\circ} 45'$ East 164.45 feet; thence South $22^{\circ} 58'$ East 176.0 feet; thence South $34^{\circ} 58'$ East 193.11 feet; thence South $42^{\circ} 48'$ East 66.04 feet; thence South $47^{\circ} 31'$ East 549.03 feet; thence South $40^{\circ} 49'$ West 290.11 feet; thence North $47^{\circ} 31'$ West 525.06 feet; thence North $45^{\circ} 57'$ West 64.40 feet; thence North $42^{\circ} 47'$ West 66.04 feet; thence North $38^{\circ} 50'$ West 96.82 feet; thence North $34^{\circ} 19'$ West 88.97 feet; thence North $30^{\circ} 00'$ West 88.97 feet; thence North $25^{\circ} 41'$ West 88.97 feet; thence North $21^{\circ} 21'$ West 88.97 feet; thence North $17^{\circ} 02'$ West 88.97 feet; thence North $12^{\circ} 50'$ West 83.38 feet; thence North $9^{\circ} 31'$ West 51.23 feet; thence North $64^{\circ} 02'$ East 9.20 feet; thence along a 598.69 feet radius curve to the right 276.90 feet (long chord equal North $77^{\circ} 17'$ East 274.44 feet); thence South $89^{\circ} 28'$ East 0.43 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.

231 - 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 Grant L. Atwood, 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 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 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 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 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.

- 1 -

No building shall be located on any residential building lot nearer than twenty-five (25) feet to the front building line, nor nearer than 20 feet to any side street line.

No residential structure shall be erected or placed on any building lot which lot has an area of less than 8400 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.

Minimum distance between building shall be 18 feet.

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 1,100 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.

232-Easements for the construction, operation and maintenance of utilities shall be reserved as shown on the official plat of Extension No. 2, BATTLE CREEK HEIGHTS SUBDIVISION.

Nathaniel Loader
Retta Loader
Glenn L. Bezzant
Luretha Bezzant
Forest B. Loader
Virginia B. Loader

STATE OF UTAH)
: ss
COUNTY OF UTAH)

On the 26 day of September, A.D. 1955, personally appeared before me, a Notary Public, in and for the State of Utah, Nathaniel Loader, and Retta Loader, his wife; Glenn L. Bezzant and Luretha Bezzant, his wife; and Forest B. Loader and Virginia B. Loader, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



L.M. Atwood
Notary Public

Residing at: Pleasant Grove, Utah

My Commission Expires: Jan 7, 1957
BOOK 12958 PAGE 1042
JANUARY UTAH COUNTY RECORDER
of Pleasant Grove
L.M. Atwood, Notary Public

PROOF READ SEP 28 10 42 AM '55 INDEXED R ABSTRACTED R SEC.

5-50 AM 10
Done this 28th
of September
1955

12962

Security Title & Abstract Co.
22 East 1st North
Provo, Utah
Order No. 6449

Corporation Release of Real Estate Mortgage

KNOW ALL MEN BY THESE PRESENTS:

That THE COMMERCIAL BANK OF UTAH, a corporation with its principal place of business at Spanish Fork, Utah, duly organized, existing and doing business under and by virtue of the laws of the State of Utah, in consideration of the sum of One and no/100 DOLLARS, to it paid by Max J. Peart, the receipt of which is hereby acknowledged, does hereby certify and declare that a certain mortgage bearing date the 18th day of May, A.D. 1955, made and executed by Max J. Peart and Ruth H. Peart, his wife, Mortagor, is therein to THE COMMERCIAL BANK OF UTAH, and recorded in the office of the County Recorder of the County of Utah, State of Utah, in book 682 of Mortgages, at page 308-310, on the 31st day of May, A.D. 1955 together with the debt thereby secured is fully paid, satisfied and discharged.