

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLYING TO PLAT "B" MORNINGSIDE HEIGHTS  
SUBDIVISION

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district; and 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, their heirs, successors, and assigns; NOW THEREFORE the signers hereto in consideration of their mutual promises and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

Beginning at a point in the center line of 1864 South Street in Orem, Utah County, State of Utah, said point located 820.8 feet North along Quarter Section line and 156.1 feet bearing South 88°53' East from the South Quarter corner of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 88°53' East 902.81 feet; thence South 1°07' West 25 feet; thence South 11°34' West 101.70 feet; thence South 2°19' East 246.45 feet; thence North 89°06' West 891.90 feet; thence North 374.50 feet to point of beginning. Said property has been subdivided and platted and will be known hereafter as Plat "B", Morningside Heights Subdivision.

These Covenants shall be binding on all parties and all persons claiming under them from this date, April 30, 1950, until January 1, 1975, 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 property 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.

All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and not more than a two-car garage.

No building shall be erected, placed, or altered on any building lot in this Subdivision until the building plans, specifications and lot 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 Martin A. Johnson, the Building Inspector of Orem City, and a representative of The Farmers and Merchants Bank, of Provo, Utah, or by a representative designated by a majority of the members of said committee. The remaining member, or members, 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 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, 1975. 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.

No building shall be located on any residential building lot nearer than twenty-five (25) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 6 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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.

No dwelling shall be permitted on any lot at a cost of less than \$5,000.00, based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

IN WITNESS WHEREOF, the said owners of the hereinbefore described property, being duly authorized, have caused their names to be hereunto subscribed on this 30th Day of April, 1950.

REX BUILDERS INC., a corporation

By J. Wyley Sessions  
Its President

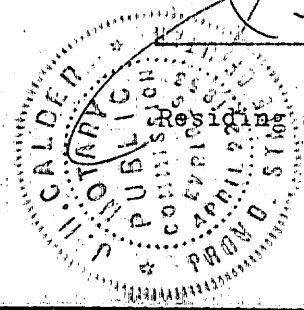
Attest:  
[Signature]  
Its Secretary.

STATE OF UTAH )  
                  ) ss  
COUNTY OF UTAH)

On this 30th day of April, 1950, personally appeared before me, a Notary Public, J. Wyley Sessions, who, being sworn by me on oath did say that he is the President of Rex Builders Inc., a corporation, whose name is subscribed to the foregoing instrument; that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said J. Wyley Sessions acknowledged to me that said corporation executed the same.

My commission expires 4/22/53

J. H. Alder  
Notary Public  
Residing at Provo, Utah.



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