

1484

PROTECTIVE COVENANTS

LAKEWOOD VILLAGE
OREM, UTAH COUNTY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That H. M. S. Company, the owner of all the real property in Plat "A" LAKEWOOD VILLAGE, 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 structure 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 building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot 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 Myron L. Hamilton, Clemence G. Martin, DeLance Squire, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member 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 30 days after said 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, 1965. Thereafter the approval described in the 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.

3. No building shall be located nearer than thirty (30) feet to the front lot line or nearer than twenty (20) feet to the side street line. No building, except a detached garage, or other outbuildings, located seventy (70) feet, or more, from the front lot line, shall be located nearer than one (1) foot to any side lot line.

552-4. 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 Seven thousand five hundred (7500) 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 Sixteen Thousand Dollars (\$16000.00), based upon cost levels prevailing at 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 one thousand and fifty (1050) square feet for a one-story dwelling, not less than One thousand (1000) square feet in the case of a one and one-half story structure.

7. 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 an annoyance or nuisance to the neighborhood.

8. No fowl, animals or other creatures other than usual and common household pets in reasonable number shall be kept on any lot nor plot nor within any building in said tract.

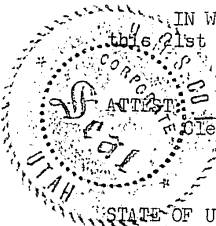
9. No signs, billboards or advertising structures may be erected or displayed on any of the lots contained in said described area or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size advertising a specific unit for sale or house for rent, may be displayed on the premises affected. Also, during the period of development the owners shall be given the right to erect a sign or signs larger than herein specified on any or all lots.

10. No trash, ashes or any other refuse may be dumped or thrown on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service.

11. 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 affective if, and when, said utilities are constructed and installed.

12. Any dwelling or structure erected or placed on any lots 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 21st day of January, 1957.



ATTEST: Clemence G. Martin H. M. S. COMPANY, a corporation
Clemence G. Martin, Secretary By Myron L. Hamilton
Myron L. Hamilton, President

STATE OF UTAH)

: SS
COUNTY OF UTAH)

On the 29th day of January A. D. 1957, personally appeared before me Myron L. Hamilton and Clemence G. Martin, who being by me duly sworn did say, each for himself, that he, the said Myron L. Hamilton is the president, and he, the said Clemence G. Martin, is the secretary of H. M. S. Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors of said

553- Myron L. Hamilton and Clemence G. Martin each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation



Weston Garret
Notary Public

My commission expires 7-20-1960 My residence is Provo, Utah

STATE OF UTAH)
: SS
COUNTY OF UTAH)

On the 29th day of January, A. D. 1957 personally appeared before me, a Notary Public in and for the State of Utah Leroy W. Davis and May Davis, his wife and Calie D. Hales and Chrissie J. Hales, his wife

the signers of the above instrument who duly acknowledged to me that they executed the same



Weston Garret
Notary Public

My commission expires 7-20-1960 My residence Provo, Utah

SECURITY TITLE & ABSTRACT CO.

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