

## 15197

PROTECTIVE COVENANTS  
 PLAT B  
 BONNEVILLE HEIGHTS SUBDIVISION

WHEREAS, it is proposed to set up an area of land hereinafter described for residential district, and

WHEREAS, it is proposed that said district and section of land shall have a protective covenant 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:

Commencing South 891.0 ft. and East 416.92 ft. and South 1° 04' West 432.0 ft. from the Northwest Corner of Section 8, T. 7 S. R. 3 East, Salt Lake Base and Meridian. Thence South 1° 04' West, 264.29 ft.; Thence East 315.24 ft.; Thence North 30° 00' East 115.41 ft.; thence North 67° 42' 50" East 83.72.; thence North 32° 52' 40" East 157.54 ft.; Thence North 42° 43' 45" East 90.86 ft.; thence North 61° 30' 40" East.; 137.93 ft.; thence North 65° 15' East 56.0 ft.; thence North 24° 45' West 99.0 ft.; thence on the arc of a 70° 00' curve to left 90.71 ft.; thence North 4° 24' 20" East 120.14 ft.; thence North 88° 15' West 397.0 ft.; thence South 1° 04' West 120.0 ft.; thence South 88° 15' East 10.0 ft.; thence South 1° 04' West 166.0 ft.; thence South 88° 15' East 30.0 ft.; thence South 1° 04' West 130.0 ft.; thence North 88° 15' West 110.0 ft.; thence South 1° 04' West 16.0 ft.; thence North 88° 15' West 186.0 ft. to beginning.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed 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 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 effect any of the other provisions which shall remain in full force and effect.

DEFINITIONS: The word "lot" as hereinafter used refers to one or more or the numbered and dimensioned lots as shown upon the recorded map of Plat "A", Bonneville Heights Subdivision. The words "Building plot" as hereinafter used refers to any parcel under a single ownership intended as a site and grounds for a dwelling house, and appurtenant outbuildings, whether composed of one or more "lots" or combination of "lots" or portions thereof.

All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than 2 cars and other outbuildings incidental to residential use of the plot.

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

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the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of S. E. Jacobsen, Paul A. Brown, and Sam Snow, 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 thirty 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, or its designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and after December 30, 1959. 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 fully recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No buildings, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 6 feet to any side lot line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building setback line, except that a residence may be erected or place on any lot as platted and recorded.

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.

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.

No dwelling costing less than \$6,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less less than 900 square feet in the case of a one-story structure nor less than 750 square feet in the case of a one and one-half or two story structure.

An easement is reserved over each lot for utility installation and maintenance.



WITNESSED:  
*Helena Jacobsen* Secretary

JAYBEE REALTY COMPANY, INC.

By *[Signature]* President

By *Paul A. Brown* Vice President

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State of Utah ) ss:  
County of Utah )

On the First day of September, A.D. 1957, personally appeared before me S. E. Jacobsen, who being by me duly sworn did say that he is President of Jaybee Realty Company, a corporation, and Paul A. Brown, who being by me duly sworn did say that he is the Vice President of said corporation, and Helena C. Jacobsen, who being by me duly sworn did say that she is the Secretary of said corporation, and the said S. E. Jacobsen, Paul A. Brown and Helena C. Jacobsen did swear that the withing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and they acknowledged to me that said corporation executed the same.

*Dallas F. Young*  
Notary Public



My Commission Expires 9/24/61  
Residence: \_\_\_\_\_

*Jaybee Realty Co.  
294 W. 9th St.  
Provo, Utah*

ABSTRACTED \_\_\_\_\_ SEC.  
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WEST CO. COUNTY  
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Recorded at Request of \_\_\_\_\_  
at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_  
by \_\_\_\_\_ Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.: \_\_\_\_\_  
Mail tax notice to \_\_\_\_\_ Address \_\_\_\_\_

### WARRANTY DEED

LYLE M. FRAUGHTON and ELLA W. FRAUGHTON, his wife, grantors  
of American Fork, County of Utah, State of Utah, hereby  
CONVEY and WARRANT to

ELLA W. FRAUGHTON

of American Fork, Utah County, Utah grantee  
One (\$1.00) - - - - - for the sum of  
and other good and valuable consideration DOLLARS,  
the following described tract of land in Utah County,  
State of Utah:

2021-57

Commencing 109.5 feet East of the Southwest corner  
of Block 6, Plat "A", American Fork City Survey; thence  
North 226 feet; thence East 72 feet; thence South 226  
feet; thence West 72 feet to beginning.

This is a correction deed to replace and supplant and  
to correct an error in description contained in that cer-  
tain Warranty Deed executed on the 8th day of May, 1957,  
and recorded on May 10, 1957 in Book 745 at pages 562-3  
in the office of the Utah County Recorder.