

same by acts or neglect of the Seller, then the Buyer may, at their option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

The Buyer, their heirs, executors, administrators, successors or assigns, agree that no estate in or possession of the said premises shall be sold, transferred, granted or conveyed to any person not of the Caucasian race.

The Seller on receiving the payments herein reserved to be paid at the times and in the manner above mentioned agree to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned, and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at their expense an abstract brought to date at time of sale or at time of delivery of deed, at the option of Buyer.

It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition, and that there are no representations or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto.

The Buyer agrees to keep said premises in good repair and not commit any waste thereon.

The Buyer and Seller each agree that should they default in any of the covenants and agreements contained herein, to pay all costs and expenses that may arise from enforcing this agreement, either by suit or otherwise, including a reasonable attorney's fee.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names the day and year first above written.

Signed in the presence of

*Edith Caldwell*  
*J. T. Bushman*

*Charles Reynaud*  
*Ladona Reynaud*  
The Seller  
*J. L. McConkie*  
*Grace McConkie*  
The Buyer

Provo Utah February 24 1943  
For value received,  
We the undersigned do hereby sell,  
assign and transfer all our right  
title and interest in and to this  
Uniform Realstate Contract to  
the State Bank Of Provo, Provo Utah.

Signed  
*Charles Reynaud*  
*Ladona Reynaud*

Accepted Feb. 24 1943

*J. L. McConkie*  
*Grace McConkie*  
State Bank of Provo  
Provo Utah

1943 FEB 26 AM 11:45

Entry No. 1589  
RECORDED AT REQUEST OF  
*J. L. McConkie*  
CLOSE PLATINUM  
RECORDED

1589

AGREEMENT

Whereas it is proposed to set off an area of land hereinafter described for a residential district.

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 the covenants herein made, do severally agree to and with each other as to the following described property:

- Joseph A. Gundersen  
Lenore C. Gundersen, his wife, and  
Lamont B. Gundersen  
Madeline H. Gundersen, his wife.

Commencing 11 chains West of the Southeast corner of the Northwest Quarter of Section 11, Township 6 South, Range 2 East of the Salt Lake Base and Meridian; thence West 8.62 1/2 chains; thence North 10

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 -chains; thence East 9.62 $\frac{1}{2}$  chains; thence South 7 chains; thence West 1 chain; thence South 3 chains to the place of beginning.

The covenants hereinafter set forth are to be construed as covenants running with the above described land. And are binding upon all parties hereto, their heirs, successors, and assigns. Parties to this agreement are: Joseph A. Gundersen, Lenore C. Gundersen, Lamont B. Gundersen, Madeline H. Gundersen.

All parties, their heirs, successors, and assigns, covenant, promise and agree as follows:

1. That these Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said Covenants shall be automatically extended for successive periods of 10 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.
2. That 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 damage or other dues for each violation.
3. That invalidation of any 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.
4. That all lots in the tract shall be known and described as residential lots, ~~except as otherwise designated by city ordinance.~~
5. That no building shall be erected, placed, or altered on any building plot 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 Joseph A. Gundersen, Lamont B. Gundersen, and T. O. Gundersen, 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

112 - approval will not be required and the 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, 1948. 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 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.

6. No residence or attached appurtenance shall be erected on any lot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 70 feet from the front lot line.

7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line.

8. 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.

9. 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.

10. That no dwelling costing less than \$3,500.00 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 than 700 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

113 - IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 24<sup>th</sup> day of February, 1943.

Joseph A. Gundersen  
Lenore C. Gundersen  
Lamont B. Gundersen  
Madeline H. Gundersen

STATE OF UTAH )  
COUNTY OF Utah : ss.

On the 24<sup>th</sup> day of February, A. D. 1943, personally appeared before me Joseph A. Gundersen and Lenore C. Gundersen, His Wife, and Lamont B. Gundersen and Madeline H. Gundersen, His Wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Mary F. Smith

Notary Public  
Residing at ~~Salt Lake~~ City, Utah  
Provo



My Commission Expires ~~July 7, 1945~~  
Feb 27 - 1943

Recorded 80  
Pages 1  
Book 377  
Index 123  
Filed Feb 25 1943  
Joseph A. Gundersen  
Lenore C. Gundersen  
Lamont B. Gundersen  
Madeline H. Gundersen

1943 FEB 25 PM 12:36

Entry No. 1589  
Recorded at Request of  
Joseph A. Gundersen  
RECORDED AT THE OFFICE OF THE  
CLERK OF THE COUNTY OF UTAH  
BY Mary F. Smith

1647

### UNIFORM REAL ESTATE CONTRACT

THIS AGREEMENT, made in duplicate this 23rd day of February, A. D. 1943, by and between MILDRED G. BURGE

of Orem, Utah hereinafter designated as Seller, and ARCHIBALD PULHAM of \_\_\_\_\_ hereinafter designated as the Buyer,

WITNESSETH: That the Seller, for the consideration herein mentioned, agrees to sell and convey to the Buyer, and the Buyer, for the consideration herein mentioned, agrees to purchase the following described real property, situate in the County of Utah, State of Utah, to-wit:

Beginning at the Southwest Corner of the East Half of the Northwest Quarter of Section 12, Township 6 South, Range 2 East of the Salt Lake Meridian; thence East 10 chains; thence North 22 chains; thence West 10 chains; thence South 22 chains to place of beginning. Area 22 acres.

Less easement of Provo Reservoir Canal.

Together with 7 shares of the capital stock of the Alta Ditch and Canal Co. and 10 shares of the capital stock of the Provo River Water Users Association, represented by stock certificates      and     , respectively.

Said Buyer hereby agrees to pay for said described premises the sum of ---Twelve Thousand--- (\$12,000.00) Dollars, payable at First Security Bank of Provo