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AMENDED DECLARATION OF RESTRICTIONS AND  
LIMITATIONS ON CASTLE HEIGHTS  
ESTATES, OREM CITY, UTAH  
PLAT "A"

WHEREAS, Lyman A. Skinner and Frances E. Skinner, are the owners of the following described property located in Orem City, Utah County, State of Utah, to-wit:

Beginning at a point which is South 684.57 feet and West 1277.67 feet from the East Quarter corner of Section 22, Township 6 South, Range 2 East, Salt Lake Base and Meridian; which point is also the Southwest corner of Lot 3, Block 1, Rocky Manor Subdivision and which point is also the North Line of 900 South Street; thence South 89° 05' West 21.3 feet; thence South 0° 55' East 50.0 feet; thence South 89° 05' West 332.5 feet; thence North 0° 37' East 49.0 feet; thence North 89° 39' West 47.2 feet; thence North 0° 28' West 646.0 feet; thence East 318.6 feet; thence South 0° 28' East 134.5 feet; thence East 81.0 feet; thence South 0° 28' East 505.2 feet to the point of beginning.

AND WHEREAS, said property has been platted into blocks, lots, streets, and alleys under a plat designated as "CASTLE HEIGHTS ESTATES", Plat "A" Orem City, and duly filed in the office of the county recorder of Utah County, Utah, and

WHEREAS, it was the time for the filing of said plat the intention of the undersigned owners of said "Castle Heights Estates", Orem City, Utah that certain protective and restrictive limitations pertaining to the use of the respective lots or parcels of land by the purchasers thereof, should be established, fixed and attached, and become appurtenant to each of the said lots or parcels of land located in said Subdivision, and more particularly hereinafter described, and

WHEREAS, it was not practical to set forth such protective and restrictive limitations in the dedication made by the owners in the plat approved by the Board of Commissioners of Orem City, Utah, and filed in the office of the County Recorder of Utah County, Utah.

NOW THEREFORE, the Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1989, at which time said Covenants shall automatically be 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.

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 of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The blocks and lots of which said subdivision is comprised and to which said restrictions and limitations shall apply are described as follows;

Lots 1, 2, 3, 4, 5, and 6, Block 1, Lots 1, 2, 3, 4, 5, 6, and 7, Block 2, CASTLE HEIGHTS ESTATES, Plat "A" Orem City, Utah.

DEFINITION: The word "Lot" as hereinafter used refers to one or more of the number dimensioned lots as shown upon the record map of "CASTLE HEIGHTS ESTATES". 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

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composed of one or more "lots" or combination of "lots" or portions thereof.

A. 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.

B. No building shall be erected, placed, or altered on any building plots in this subdivision until the building plans, specifications, and plot plans showing the location of such buildings 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 Lyman A. Skinner, and Elmer R. Skinner, or by a representative designated by the members of this 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 representatives shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1988. 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.

C. No building shall be located on any residential building plot nearer than 30 feet to the front lot line. nor nearer than 30 feet to any side street line. No building, except a detached garage or outbuilding located 60 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line. All buildings placed on said lots will comply to the zoning Ordinances of Orem City, Utah.

D. No residential structure shall be erected or placed on any building plot, which has an area of less than 8000 square feet or a width of less than 80 feet at the front building set-back line, except that a residence may be erected or placed on any lot as platted and recorded.

E. No noxious or offensive trade 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.

F. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

G. No dwelling costing less than \$10,000.00 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 not be less than 1000 square feet in the case of one-story structure, nor less than

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925 square feet for a dwelling of more than one story.

(A) (All dwellings shall be constructed of face brick on exterior walls.

H. An easement for utility installation and maintainance is reserved as shown and designated on the official plat of said "Castle Heights Estates".

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

J. No signs, billboards or advertising structures may be erected or displayed on any of the lots hereinbefore described or parts of portions thereof, except that single sign, not more than 3X5 feet in size advertising a specific unit for sale or house for rent, may be displayed on the premises affected. Also, during a period of development the Company shall be given the right to erect a sign or signs larger than herein specified on any or all lots.

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

L. No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback lines. Unless approved by the committee.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Orem, Utah, State of Utah, this 16<sup>th</sup> Day of February, 1959.

Lyman A. Skinner

Frances E. Skinner

State of Utah )  
:  
County of Utah)

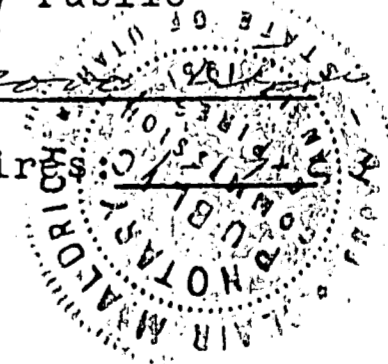
On the 16<sup>th</sup> day of February, A.D., 1959, personally appeared before me, a Notary public in and for said county and State, Lyman A. Skinner and Frances E. Skinner the signers of the above instrument, who duly acknowledged to me that they executed the same.

Clair M. Anderson  
Notary Public

( Seal )

residing at Provo, Utah

My commission expires 1/1/60



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THELMA WEST SHERMAN  
UTAH COUNTY RECORDER  
DEPUTY  
*Thelma West Sherman*

FEB 17 10 46 AM '59

BOOK  
ABS  
P.R.  
IND  
FEE  
PAGE  
SEC  
TP  
R

*Flora Fay Finmer*  
*P.O. Box 398*  
*Cannonville*

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INTERCOMMITTEE

SECURITY TITLE & ABSTRACT CO.  
55 East Center St. - Provo, Utah  
Order No. 7678

LOAN NO. 778 770

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RELEASE OF MORTGAGE

The note, secured by a mortgage executed by

LFO BOWEN and OLIVE ANN BOWEN, husband and wife,

to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, which said mortgage was dated November 17, 1950, recorded in Book 575 of Mortgages, Page 28-30, in the Recorder's Office of Utah County, State of Utah, has been fully paid and satisfied, and such mortgage is hereby declared fully paid, satisfied and released.

*PLX 5A Am FERR*