

3040

DECLARATION OF RESTRICTIONS AND LIMITATIONS ON
REAL PROPERTY LOCATED IN OREM, UTAH
DESCRIBED BELOW

WHEREAS, the undersigned are the owners of the following described property located in Orem City, Utah County, State of Utah, to-wit:

Com. 12.50 chs S of NW cor. of SW $\frac{1}{4}$ of Sec 15, T 6 S, R 2 E, SLM: E 11.20 chs; S 3.35 chs m or 1 S 89 degrees 40.5' W 11.20 chs; N 3.35 chs m or 1 to beg. Also Com. 16.607 chs S of NW cor of SW $\frac{1}{4}$ of Sec 15 T 6 S, R 2 E, SLM; N 89 degrees 40.5' E 11.20 chs; S 4.823 chs m or 1 W 11.20 chs N 4.823 chs m or 1 to Beg. Are 9.15 acres m or 1.

AND, WHEREAS, it is the intention of the undersigned owners 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 and be true covenants running with the land.

NOW, THEREFORE, the Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st 1958, 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 itsis 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 described area to prosecute any proceedings at law or in equity against the personor 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 judgement or court order shall in no wise affect 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 of the numbered and dimensioned lots as shown upon the map as approved by the Orem City Council. 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.

-2-

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 except one or the other of the following to-wit: Either one detached singlefamily dwelling not to exceed one and one-half stories in height and a privatergarage for not more than two cars and other outbuildings incidental to residential use of the plot or one detached two-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot.

B. No building shall be erected, placed or altered on any building in this subdivision until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the described area as to building materials to be used, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of George E, Brewer and Marie B. Brewer or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authoeity 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 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 be deemed to have been fully complied with. "either the members of such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

C. On any residential building plot located on said described property in Orem Utah, no building shall be located nearer than City Ordinance to the lot line on said property, nor shall any building in said area be located on any residential building plot nearer than city ordinance to the lot line on any other street within said area.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6500 square feet or a width of less than 65 feet at the front building setback line, except that a residence may be erected or placed on any lot as platted, which said plat has been approved by the Orem City Council.

E. 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.

F. 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.

G. No dwelling costing less than surrounding residences based upon cost levels prevailing on the date of the recordation of these Covenants, shall be permitted on any lot in said described area. The ground floor area of the main structure, exclusive of one-story open porches, and garages, shall be not less than 750 square feet.

H. No fowl, animals or other creatures other than usual and common household pets in reasonable number shall be kept on any lot or plot or within any building in said tract.

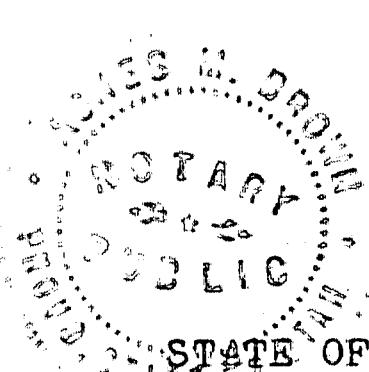
I. No signs, billboards or advertising structures may be erected or displayed on any of the lots contained in said described area or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size advertising a specific unit for sale or house for rent, may be displayed on the premises 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 plots or lots.

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

K. No fence, wall, hedge or mass planting over three feet in height shall be permitted to extend nearer to any street than the minimum building setback line.

IN WITNESS WHEREOF, THE parties hereto have affixed their signatures at Orem, Utah County, State of Utah, this day of

George E. Brewer
Marie B. Brewer



STATE OF UTAH)
COUNTY OF UTAH) SS

On this 28 day of Feb. 1957 personally appeared before me

George E. Brewer and Marie B. Brewer
the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Agnes M. Brown
Notary Public

Residing at Provo, Utah

My Comm. Exp.: 2-17-59

BOOK PAGE
THELMA WEST UTAH COUNTY
RECORDERS
Orem, Utah
FEB 20 2 09 PM '57
ABSTRACTED SEC.
PROOF READ TP
INDEXED FILED
FEE MAIL TO
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137 1/2 8' w.
Orem, Utah

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