

367  
367  
3080

DECLARATION OF PROTECTIVE COVENANTS

PLAT "B" - EVENING GLOW SUBDIVISION

PROVO CITY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That whereas Ida Liechty is the owner of the following described real property located in Provo City, Utah County, State of Utah, to-wit:

Commencing at a point 481.26 feet North and 458.68 feet East from the Southeast corner of Section 31, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence North  $23^{\circ} 04'$  West 139.34 feet; thence North  $66^{\circ} 56'$  East 52.98 feet; thence North  $23^{\circ} 00'$  West 136.00 feet; thence South  $66^{\circ} 56'$  West 120.91 feet; thence North  $28^{\circ} 00'$  West 285.70 feet; thence North  $57^{\circ} 48'$  East 250.46 feet; thence North  $57^{\circ} 12'$  East 461.01 feet; thence South  $15^{\circ} 08'$  East 106.89 feet; thence South  $65^{\circ} 33'$  West 157.34 feet; thence on a curve to the right of 771.70 feet radius and  $I = 14^{\circ} 39'$  whose chord bears South  $19^{\circ} 39'$  East a distance of 24.71 feet on a curve; thence South  $18^{\circ} 44'$  East 170.08 feet; thence on a curve to the right with radius of 445.80 feet and  $I = 13^{\circ} 45'$  a distance of 45.22 feet on the curve; thence North  $65^{\circ} 17'$  East 346.03 feet; thence South  $12^{\circ} 40'$  East 365.54 feet; thence South  $68^{\circ} 35'$  West 362.03 feet; thence South  $68^{\circ} 41'$  West 335.31 feet to the point of beginning.

WHEREAS, said property has been platted into blocks, lots, streets, alleys and parcels of land under a plat designated as Evening Glow Subdivision, Plat "B", Provo City, Utah, the said plat having been approved by the City Council of Provo City, Utah, and duly filed in the office of the County Recorder of Utah County, Utah, as Entry No. 3029, Map Filing No. 422, on February 28, 1957, the lots of said subdivision being described as follows:

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, Evening Glow Subdivision, Plat "B", Provo City, Utah, and

WHEREAS, it was the intention of the undersigned owner of the said Evening Glow Subdivision, at the time of the filing of said plat, that certain protective covenants 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 said lots or parcels of land located in said subdivision, and more particularly hereinabove described,

NOW, THEREFORE, the owner above named, by these covenants does hereby establish the nature of the use and enjoyment of all lots in said subdivision and declares that all conveyances of same shall be made subject to the following conditions, restrictions and stipulations:

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

2. No garage or other buildings whatsoever shall be erected on any of said lots until a dwelling house shall have been erected thereon, or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling thereon, which shall comply with the conditions, restrictions, and stipulations herein contained, and neither prior to the erection nor after the erection, of the main building herein permitted on any of said lots, shall any garage or other out building be used for residential purposes.

3. No dwelling consting less than \$10,000.00 shall be permitted on any lot in the subdivision. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1200 square

369-

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.

4. No building shall be located on any residential building lot in said subdivision nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other out building located 60 feet or more from the front lot line, shall be located nearer than 6 feet to any side lot line. In any event, the building and out buildings on each lot in said subdivision shall be constructed in conformity with Section 56-2-17(2) Area Regulations.

5. No building shall be placed, erected or permitted on any building lot in the above described area until the building plans and specifications have been approved in writing as to conformity and harmony of external design with existing structures in the area and as to location of the building, by a committee composed of R. D. Cloward, Floyd E. Breinholt, and D. Allan Firmage, 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 or members of the said committee, the remaining members or member shall have full authority to appoint a member or members to fill any vacancy or vacancies in said committee. In the event that a majority of the members of 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.

6. No hospital or sanitarium shall be constructed or maintained on any of the lots in Evening Glow Subdivision and no building used or occupied in

the care, lodging, or entertainment of persons suffering from disease shall be maintained, kept or permitted on the said lots.

7. No trailer, basement, tent, shack, garage, barn, or other out building erected in said subdivision 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.

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. An easement for utility installation and maintenance is reserved as shown and designated on the official plat of said Evening Glow Subdivision, Plat "B".

10. No fowl, animals or other creatures other than the usual and common household pets in reasonable numbers shall be kept on any lot nor within any building in said subdivision.

11. No signs, billboards or advertising structures may be erected or displayed on any of the lots hereinbefore described, 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.

12. 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; an incinerator must be provided for each lot in said subdivision.

13. 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 set-back lines.

371-

14. No owner of any lot in said subdivision shall be permitted to take into any home constructed thereon more than four roomers or boarders for hire, or any more such boarders or roomers than may be permitted by the ordinances of Provo City, Utah, and in the event that such roomers or boarders are so taken in, such owner shall provide off-street parking for the cars belonging to such roomers or boarders.

15. These covenants and restrictions are made for the benefit of the lots hereinabove described, and are to run with the land and shall inure to the benefit of and be binding upon all parties or persons claiming under them until March 1, 1982, at which time such covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a majority vote of the then individual property owners within said subdivision it is agreed to change the said covenants and restrictions in whole or in part.

16. If any person should violate or attempt to violate any of the covenants or restrictions herein before March 1, 1982, or such times as may be set up by the provisions in the next preceding paragraph, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute by proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation.

17. Should any of the covenants or restrictions herein be held invalid or void, such invalidity or voidance of any covenant or restriction shall not affect the remaining provisions of this instrument or any valid covenant or restrictions herein contained.

18. Any violations of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or

372 -

deed of trust made in good faith for value as to any portion of said property.  
But such provisions, conditions, restrictions and covenants shall be enforceable  
against any portion of said property acquired by any person through foreclosure  
or by deed in lieu of the foreclosure for any violation of the provisions, condi-  
tions, restrictions and covenants herein contained occurring after the acquisition  
of said property through foreclosure deeds in lieu of foreclosure.

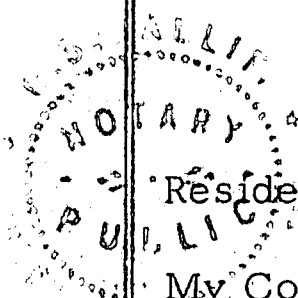
IN WITNESS WHEREOF, the owner of said Plat "B", Evening Glow  
Subdivision, has affixed her signature at Provo City, Utah County, State of Utah,  
this 1st day of March, A.D. 1957.

*Ida Liechty*

STATE OF UTAH )  
 : SS  
COUNTY OF UTAH )

On the 1st day of March, A.D. 1957, personally appeared before me,  
a Notary Public in and for Utah County, State of Utah, IDA LIECHTY, the signer  
of the above and foregoing instrument, who duly acknowledged to me that she  
executed the same.

*J. F. Baum*  
Notary Public



Residence: Provo, Utah  
My Commission Expires: September 20, 1960

3080  
*George D. Bailey*  
BOOK PAGE  
UTAH COUNTY  
MAR 1 10 43 AM '57  
ABSTRACTED SEC.  
PROOF READ TP  
INDEXED R  
F 13.49 ALL TO  
*Atty - at Law*  
*209-210 First*  
*Evening Glow Bldg*  
*Provo, Utah*