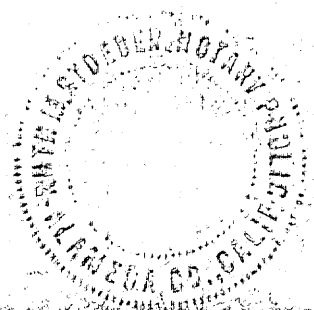


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the \_\_\_\_\_ County of Alameda the day and year in this certificate first above written.

*Russ M. Steeber*

Notary Public in and for \_\_\_\_\_ County of Alameda, State of California. My Commission Expires Feb. 18, 1946

WITNESS:  
*Helta Karseloh*  
*Echel M. Millar*



WHEN RECORDED, MAIL TO:  
Production Engineering  
940 Dwight Way  
Berkeley, California  
8/170  
Dwight Way at 9th St  
Berkeley, California  
1943 APR 17 PM 9:43  
ELOISE F. TIPTON  
RECORDED  
DEAN CO.  
Production Engineering Co.  
RECORDED  
DEAN CO.

3261  
PROTECTIVE COVENANTS

JOS. O. MEYERS, TRUSTEE, owner and dedicator of a subdivision known as BEVERLY PLACE, situate in the Town of Orem, County of Utah, State of Utah, do hereby place the hereinafter designated protective covenants on all of said subdivision.

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.

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 one 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.

A. All lots in the tract shall be known and described as residential lots, except Lot 18 in Unit 1 and Lot 1 in Unit 2, which are restricted to commercial use for retail merchandising and no business shall be con-

- 246 -ducted thereon until it has been approved in writing by the subdivider, so long as such subdivider shall hold title to any of the lots within such subdivision and thereafter no such approval will be required, provided the business is not of an illegal nature nor in violation of paragraph "E" hereof. 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 one store in height and a private garage for not more than two cars.
- B. 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 the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Joseph O. Meyers, Fletcher E. West, and H. J. Cassity, or by a representative designated by a majority of the members 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

## Protective Covenants (Continued)

-2-

- 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 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 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 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 25 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5400 square feet or a width of less than 50 feet at the front building setback line.
- 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 \$4,000.00 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 be not less than 720 square feet.
- H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- I. None of the lots shown on said plat shall be occupied by any Mexican or Hindu or any other person not of the Caucasian Race. This prohibition, however, is not intended to include the occupancy or use by persons not of the white race while employed as servants on the premises. The word "PERSON", as used herein, shall include a Corporation or Association, any of the stockholders of which are not of the white race.

247 Dated this 2 day of April, A. D. 1943

J. A. Meyers  
Robert Ernest Kirkman  
J. B. Cassidy

1000

Entry No. **3261**  
 RECORDED BY REQUEST OF  
Robert Schererfield  
 ELOISE F. TIDON  
 RECORDED BY  
Mildred Greenwood DEPUTY

APR 2 PM 4:00

Book \_\_\_\_\_  
 Page \_\_\_\_\_  
 Indexed \_\_\_\_\_  
 Filed \_\_\_\_\_

8230  
 S. J. W. H. G.

**3300**  
AFFIDAVIT

STATE OF UTAH )  
                  ) ss.  
County of Utah )

William S. Storrs, being first duly sworn on oath, deposes and says: That he was well and personally acquainted with William H. Kirkman and Robert Kirkman, two of the grantors named in that certain deed to Robert Ernest Kirkman and Jesse E. Kirkman, dated June 28, 1917 and recorded July 23, 1917 in book 164 at page 291 of the records of the County Recorder of Utah County, Utah, and the affiant knows of his own knowledge that both said William H. Kirkman and Robert Kirkman were single, unmarried men at the time of the execution of said deed.

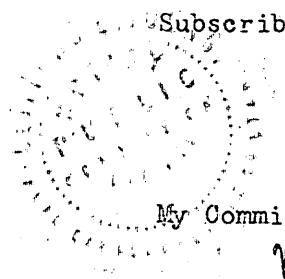
This affidavit was given for the purpose of clearing discrepancies appearing in the chain of title of the following described property, to wit:

Commencing 6.63 Chains West and 14.28 Chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East of Salt Lake Meridian. Thence West 25 Chains, thence South 18.315 Chains, thence East 25.24 Chains, thence North 45' West 18.317 Chains, to place of beginning, area 46 acres, together with water rights for 34 acres of said land, and all appurtenances thereto belonging.

William S. Storrs

Subscribed and sworn to before me this 20 day of March, 1943.

Robert W. [Signature]  
NOTARY PUBLIC



My Commission expires:  
May 22, 1945

Residence American Fork, Utah

Rec. Note. No Acknowledgment for this document