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Security Title & Abstract Co.  
 22 East 1st North  
 Provo Utah  
 Order No. 6451

C O V E N A N T S

THESE COVENANTS shall run with the land known and platted as PLAT "A", MEMMO GARDENS, a subdivision, Orem, Utah County, State of Utah, and each and every part thereof, which subdivision is described as follows, to-wit:

Beginning at a point on the North line of 800 North Street, Orem, Utah, and West fence line, said point of beginning located 496.0 feet along quarter Section line bearing South 89° 45' East and 33.0 feet North from the West one quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0° 29' West 668.72 feet; thence North 89° 31' East 100.0 feet; thence South 78° 30' East 51.12 feet; thence North 89° 31' East 100.0 feet; thence North 0° 29' West 40.0 feet; thence North 89° 31' East 80 feet; thence North 61° 38' East 85.7 feet; thence South 17° 36' East 780.81 feet; thence North 89° 45' West 635.6 feet to the point of beginning.

These Covenants shall be binding on all parties and all persons claiming under them until January 1, 1974, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change, modify or abolish said Covenants in whole or in part.

If the parties hereto, or any of them, or their successors, 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 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 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.

The Residential Area shall consist of the following:

- : Lots 1 to 10, inclusive, in Block 1
- Lots 1 to 17, inclusive, in Block 2
- Lots 1 to 7, inclusive, in Block 3

The balance of said area is designated as Commercial Area and any constructions thereon shall conform to the Zoning laws and regulations of the City of Orem.

No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and not more than a two-car garage.

No building shall be erected, placed, or altered on any building lot 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 Reno Memmott, Frank W. Canfield, and Logan G. Bennett, 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 thirty (30) days after such 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 Cov-

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enant 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, 1974. 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.

No building shall be located on any residential building lot nearer than twenty-five (25) feet to the front lot line, nor nearer than twenty (20) feet to any side street line.

No residential structure shall be erected or placed on any building lot which lot has an area of less than 5500 square feet or a width of less than fifty (50) feet at the front building setback line.

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.

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.

No dwelling costing less than Five Thousand (\$5,000.00) Dollars 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 case of a one and one-half, two, or two and one-half story structure.

Easements ten (10) feet wide for the construction, operation and maintenance of utilities shall be reserved across the backs or sides of the lots as shown on the official plat.

IN WITNESS WHEREOF, the owners of all the lots in the above mentioned MEMMO GARDENS, a subdivision in Orem City, Utah, have this 21st day of April, 1949, caused these presents to be executed.

Reno Memmott  
Reno Memmott

Bertha R Memmott  
Bertha Memmott  
R

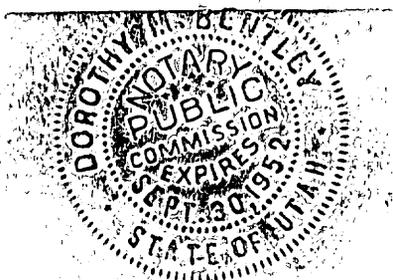
State of Utah )  
                  ) SS.  
County of Utah )

On this 21st day of April, 1949, personally appeared before me the undersigned Notary Public in and for the above County and State, Reno Memmott and Bertha Memmott, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Dorothy M. Bentley  
Notary Public

Residence: Cross Walk

My commission expires: 9-30-52



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(12)

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