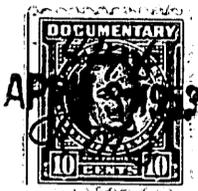


ERNEST V. BARRETT
ATTORNEY AT LAW
114 1/2 WEST FOURTH STREET
SANTA ANA, CALIFORNIA

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Subject to any easement or right of way as may have been established or acquired according to law, over the same or any part thereof and subject also to all rights of way for ditches, tunnels, and telephone and transmission lines that may have been constructed by authority of the United States; also subject to the easements and rights conveyed to Utah Power & Light Company, a corporation as shown on an easement recorded May 28, 1942 in Book 370, page 177 in the office of the County Recorder of Utah County, Utah.

WITNESS the hands of said grantors this 16th day of March, 1953.



Franklin D. Wasson
Franklin D. Wasson

Marie Wasson
Marie Wasson

State of California)
County of Orange) ss.

On this 16th day of March, 1953, before me, the undersigned a Notary Public in and for the County of Orange, State of California, residing therein, personally appeared Franklin D. Wasson and Marie Wasson, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

Ernest V. Barrett
Notary Public in and for
said County and State



My Commission Expires April 29, 1953

*154 of 321
#130
H. O. Hall*

APR 13 10:58 PM '53
INDEXED
PROOF READ
ABSTRACT

Ernest V. Barrett
THE LMA VEST UTAH COUNTY
RECORDER

*Sec 20-16-2 W
TCM*

4198

COVENANTS

Security Title & Abstract Co.
22 East 1st North
Provo, Utah
Order No. 9001

THESE COVENANTS shall run with the land known and platted as BEVERLY PLACE, UNIT 6, Orem, Utah County, Utah, and each and every part thereof, which subdivision is described as follows, to-wit:

Commencing at a point 1017.06 feet along the Section Line bearing North 0° 26' West from the Southeast corner of Section 9, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 570.0 feet; thence South 0° 26' East 280.5 feet; thence East 570.0 feet; thence North 0° 26' West 280.5 feet to beginning.

These Covenants shall be binding on all parties and all persons claiming under them until January 1, 1975, 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.

360

399

The Residential Area shall consist of the following:

- Lots 1 to 8, inclusive, in Block 1
- Lots 1 to 8, inclusive, in Block 2

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 John E. Angus, Frank W. Canfield, and Luke Clegg, 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 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, 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.

All buildings erected on the lands herein above described in said Subdivision shall conform in every respect with the requirements of the zoning ordinance of Orem City, Utah.

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 Six Thousand (\$6,000.00) 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 five (5) feet wide for the construction, operation and maintenance of utilities shall be reserved across the backs of the lots in Block 2, as shown on the official plat.

IN WITNESS WHEREOF, the owners of all the lots in the above mentioned Beverly Place, Unit 6, a subdivision in Orem City, Utah, have this 10th day of April 1953, caused these presents to be executed.

John E. Angus
Grace M. Angus

STATE OF UTAH)
: ss
COUNTY OF UTAH)

On the 10th day of April 1953, personally appeared before me John E. Angus and Grace M. Angus, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Preston Garrett
Notary Public
Residing at Provo, Utah
Commission expires 7-20-1956

ENTRY NO. 4198
SECURITY TITLE & ABSTRACT CO.
BOOK PAGE
THELMA VEST UTAH COUNTY RECORDER DEPT. 1
APR 13 11 00 AM '53
ABSTRACTED SEC.
PROOF READ TP
INDEXED R
\$3.60
SECURITY TITLE & ABSTRACT CO.

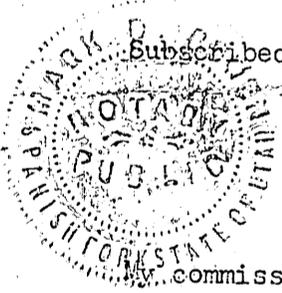
4200

STATE OF UTAH)
: ss
COUNTY OF UTAH)

Wendell J. Francis, being first duly sworn, deposes and says: That he is a resident of Spanish Fork, Utah, of legal age; that he is well acquainted with John Youd, the grantee in that certain warranty deed dated December 21, 1899, recorded April 4, 1902, in Book 60, page 320, Utah County Records, and knows that he is one and the same person as John P. Youd, the grantee in that certain warranty deed dated October 11, 1890, recorded March 23, 1895, in Book 8-A, page 401, Utah County Records; and he knows that he is also one and the same person as John P. Youd, the grantee in that certain warranty deed dated March 19, 1923, recorded March 20, 1923, in Book 214, page 591, Utah County Records; and he knows that he is also one and the same person as John P. Youd, the grantee in that certain quitclaim deed dated May 5, 1883, recorded January 7, 1895, in Book 26, page 70, Utah County Records; and affiant further says that he knows him to be one and the same person as John P. Youd named in the Decree of Distribution dated April 8, 1944, recorded April 8, 1944, in Book 408, at page 162, Utah County Records.

Wendell J. Francis

Subscribed and sworn to before me this 21st day of May, A. D., 1951.



Mark DeGruen
Notary Public
Residing at Spanish Fork, Utah

My commission expires April 13, 1954

ENTRY NO. 4200
SECURITY TITLE & ABSTRACT CO.
BOOK PAGE
THELMA VEST UTAH COUNTY RECORDER DEPT. 1
APR 13 11 20 AM '53
ABSTRACTED SEC.
PROOF READ TP
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SECURITY TITLE & ABSTRACT CO.

14-8-28
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