

4830

C O V E N A N T S

THESE COVENANTS shall run with the land known and platted as BATTLE CREEK HEIGHTS SUBDIVISION, a subdivision, Pleasant Grove, Utah County, State of Utah, and each and every part thereof, which subdivision is described as follows, to-wit:

Beginning at a point which is North 89°28' West 25.00 ft. and South 0°32' West 33.00 ft. from the intersection monument of 13th East Street and 2nd South Street Pleasant Grove survey of building lots (map of 1950) and running thence South 89°28' East 290.00 ft. to a point which is South 0°10' West along the quarter section line 735.30 ft. and north 89°28' West 778.10 ft. thence South 0°32' West 380.00 ft. thence South 0°07' West 69.92 ft. thence South 8°16' East 133.94 ft. thence South 21°17' East 138.10 ft. thence South 34°32' East 139.00 ft. thence South 48°49' West 290.00 ft. thence North 34°58' west 193.11 ft. thence North 22°58' West 176.00 ft. thence North 14°45' West 164.45 ft. thence North 0°32' East 540.00 ft. to the point of beginning.

These covenants shall be binding on all parties and all persons claiming under them until January 1, 1976, 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 estate 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

No building shall be placed, erected, or altered on any building lot in this subdivision until the building plans, specifications and lot plan showing the location of such buildings have been approved in writing as to conformity and harmony or external design with existing structures in the subdivision, as to location of the building with respect to topography and finish ground elevation, by a committee composed of Alan G. McCormick, Marcia F. McCormick and Grant L. Atwood, or by a representative designated by a majority of the members of said committee. The remaining members or member 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 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 or after January 1, 1975. Thereafter, the approval designated 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 or 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.

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No building shall be located on any residential building lot nearer than twenty-five (25) feet to the front building line, nor nearer than 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 8400 square feet or a width of less than 70 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 any annoyance or nuisance to the neighborhood. No typical farm animals such as horses, cattle, pigs, chickens, sheep or goats shall be kept on any lot.

Minimum distance between buildings shall be 18 feet.

No trailer, basement, tent, shack, garage, barn or other out-building 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.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,100 square feet in the case of a one story structure nor less than 850 square feet in the case of a one and a half or two story structure.

Easements for the construction, operation and maintenance of utilities shall be reserved as shown on the official plat of BATTLE CREEK HEIGHTS SUBDIVISION.

Glenn L. Bezzant
Luretha S. Bezzant
Nathaniel Loader
Retta Loader

Alan G. McCormick
Marcia F. McCormick
Grant L. Atwood

STATE of UTAH)
COUNTY of UTAH) SS.

On the 13th Day of April, A.D. 1955, personally appeared before me a Notary Public in and for the State of Utah, Alan G. McCormick, Marcia F. McCormick, Grant L. Atwood, the signers of the above instrument, who duly acknowledged to me that they executed the same.

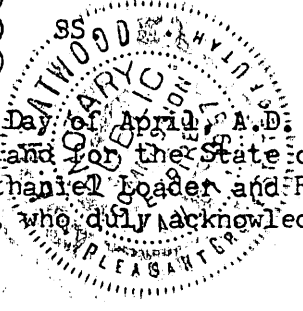
Alan G. Farrer
Notary Public, Provo, Utah
Commission Expires: May 12, 1958



STATE OF UTAH)
COUNTY OF UTAH)

On the 13th Day of April, A.D. 1955, personally appeared before me, a Notary Public in and for the State of Utah, Glenn L. Bezzant and Luretha Bezzant, his wife, and Nathaniel Loader and Retta Loader, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

L.M. Atwood
Notary Public
Commission Expires: Jan 7, 1957



UTAH TITLE COMPANY
19 NORTH UNIVERSITY AVE.
PHONE 12 - PROVO, UTAH
ORDER NO. 1982
Abstract of Title & Title Insurance

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 APR 18 2 50 PM '55
 UTAH TITLE COMPANY
 THE 1st WEST UTAH COUNTY RECORDER DEPT
 PROOF REZU
 INDEXED
 SEC.
 R
 TP
 119 of 120
 380 of 380
 (Handwritten signatures and notes)

Security Title & Abstract Co.
 22 East 1st North
 Provo, Utah
 Order No. 1088

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 REAL ESTATE MORTGAGE

..... ROBERT A. HUTCHINGS and MARY LOU HUTCHINGS, his wife,
 Mortgageors
 of Utah County, State of Utah, hereby CONVEY, WARRANT and MORTGAGE
 to ZION'S SAVINGS BANK AND TRUST COMPANY, a Utah corporation, Mortgagee, of Salt Lake
 City, Salt Lake County, State of Utah, for the sum of THIRTY-FIVE HUNDRED AND NO/100 - - - - -
 DOLLARS, the following described tract..... of land in Utah County, State of Utah
 to-wit:

Property located at 875 North 1st West, Spanish Fork, Utah, and more particularly
 described as follows:

PROOF READ Commencing 1/4 rods South of the Northeast corner of Lot 4,
 Block 136, Plat "A", Spanish Fork City Survey of Building
 Lots; thence South 1/4 rods; thence West 12 rods; thence
 North 1/4 rods; thence East 12 rods to the place of be-
 ginning.

Together with all water rights, privileges and appurtenances thereto belonging.

This mortgage is given to secure the following indebtedness, to-wit:

One promissory note..... dated at Salt Lake City, Utah, April 13 1955.....
 for the principal sum of Thirty-five Hundred and no/100 - - - - - DOLLARS
 and interest as provided in said note....., payable to Zion's Savings Bank and Trust Company as provided in said note,
 and signed by Robert A. Hutchings and Mary Lou Hutchings
 together with any and all renewals or extensions of said note....., which renewals or extensions may be made by the exe-
 cution of new note....., in place of said original note....., before, at, or after maturity, for the amount of the debt and
 sums then unpaid and payable hereunder.

This mortgage shall secure also all further and additional loans or advances which the mortgagee or holder hereof
 shall hereafter make to the mortgagors, or either of them, from time to time.

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 1959-5-16-1856