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Contract Dated Aug. 16, 1948 between Glen Daley and Marcella Daley, his wife as sellers and Lawrence F. and Marguerite C. Butler as purchasers of property located at 627 South 1st East in Payson, Utah, sold therein in said contract for the sum of \$8,500.00.

The undersigneds certify that as of this time the unpaid balance of said contract is approximately \$6700.00.

And I do hereby irrevocably constitute and appoint the said COMMERCIAL BANK OF PAYSON, UTAH, or the President or Cashier thereof, my true and lawful attorney with full power and authority in my name, place and stead, but for the sole use and benefit of the said COMMERCIAL BANK OF PAYSON, UTAH, its successors or assigns to demand, sue for, compromise, recover and receive all such sum or sums of money hereby assigned and to give effective receipt and/or good and sufficient releases for the same in like manner to all intents and purpose as I could do if personally present.

In Witness Whereof, I have hereunto set my hand and seal this 31st day of May, 1949

Witness

[Signature of Witness]

[Signatures of Glen Daley and Marcella Daley]

Date

To THE COMMERCIAL BANK OF PAYSON: The undersigned hereby acknowledges receipt of a copy of the above assignment and agrees to accept its terms and provisions. It will be properly noted on the books of the undersigned and unless otherwise instructed by you, all payments made on the contract therein described will be made direct to you.

Signed:

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RECORDED AT REQUEST OF
JUN 6 9 45 AM '49
RECORDED BY
INDEXED BY
FEE / 30 MAIL TO

4855

Security Title & Abstract Co.
22 East 1st North
Provo, Utah
Order No. 6389

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district, and

WHEREAS, it is proposed that said district and section of land shall have a protective covenant applying to and running with said land, and binding upon all parties, their heirs, successors and assigns,

NOW, THEREFORE: The signers hereto in consideration of their mutual promises and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

Commencing at a point 9.44 chains North of the Southeast corner of the Northwest quarter of Section 20, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 89° West 1.62 chains; thence North 1/2° East 10 chains; thence South 89 1/4° East 10 chains; thence South 1/2° West 10 chains; thence North 89° West 8.38 chains to the place of beginning.

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These covenants are to run with the land and 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 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 doing so 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) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

(B) ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraphs "I" and "J".

(C) DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$6,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on

the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

(D) BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 4 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

(E) LOT AREA AND WIDTH. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 6000 square feet.

(F) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot.

(G) NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(H) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(I) MEMBERSHIP. The architectural control committee is composed of _____

_____ S. Christensen, Robert Marrott, and Lawrence Atwood

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A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant; At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(J) PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(K) SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering

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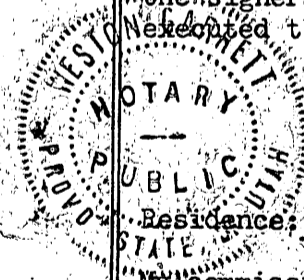
property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 12th day of May, 1949.

S. Christensen
Rae W. Christensen

STATE OF UTAH)
 : SS.
COUNTY OF UTAH)

On the 12th day of May, 1949, personally appeared before me S. Christensen and Rae W. Christensen, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Weston Garrett
Notary Public

Residence: Provo, Utah

My commission expires: ~~August 17, 1949~~ Oct 29-1950

4855
ENTRY NO.
RECORDED AT REQUEST OF
SECURITY TITLE AND ABSTRACT CO.
JUN 6 3 00 PM '49
RECORDED BY BEP
COMPARED BY BEP
INDEXED BY R
FEE \$ MAIL TO
REC. DEPT. OF PUBLIC SAFETY
UTAH COUNTY DEPUTY