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DECLARATION OF RESTRICTIONS AND LIMITATIONS
ON LUGAR-BUENA PARK OF OREM CITY, UTAH

WHEREAS, the undersigned is the owner of the following described property located in Orem, Utah County, State of Utah, to-wit:

All of Lugar-Buena Park, a subdivision of the City of Orem, Utah County, State of Utah, in accordance with the map thereof on file with the Recorder of Utah County, Utah.

WHEREAS, no restrictions or limitations have been heretofore made with respect to the said subdivision and that it is now desired that restrictions and limitations shall be binding and imposed on the lots thereof.

NOW, THEREFORE, it is hereby determined, fixed and declared that the following protective and restrictive covenants are binding on, appurtenant to and run with each and every lot or parcel of land in said subdivision not hereinbefore specifically excepted, and said restrictions and limitations shall be binding on all parties and all persons claiming under, and as grantees of the undersigned, as follows:

A. No structure shall be erected, placed or permitted to remain on any of the above described lots or parcels of land other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. That no livestock or poultry, except usual house pets, can be kept on the said lots or any part thereof.

C. No house or residence shall be placed or erected on any lot or parcel of land that is not placed at least 30 feet back from the front line of said lot or parcel, 15 feet from one side line and 10 feet from the other side line of said lot or parcel of land.

D. No noxious or offensive trade or activity shall be carried on upon any lot or parcel of land hereinabove described, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

E. No trailer, basement, tent, shack or out-building erected or placed on said lots or parcel of land hereinabove described shall at any time be used as a residence temporarily or permanently, nor shall any residence not conforming to the requirements for said building herein set forth.

F. No dwelling costing less than \$14,500.00 shall be permitted to be erected or placed on any part of said property. The ground floor area of the main structure, exclusive of porches, garage, etc., shall be not less than 1250 square feet.

G. No garage or out-building shall be placed or built

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closer than a distance of ⁶/₁₁ feet from the limits of any of said lots or parcels.

H. Easements in accordance with the plat on file as heretofore set forth and as shown on said map are reserved over and across all lots or parcels of land.

I. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1981, at which time said covenants shall be automatically extended for successive five year periods unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If any grantee or grantees, or their agents, their heirs or successors shall violate or attempt to violate any of the restrictions or limitations herein contained, it shall be lawful for any other person or persons owning any real property situated in said subdivision and subject to said restrictions, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the provisions of this instrument, and either prevent him or them from so doing, or to recover damages for such violation.

Invalidation of any one of the provisions of this instrument by any judgment or court order shall in no wise affect any of the other provisions, and such provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures at Orem, Utah County, State of Utah, this 12th day of April, 1956.

William L. Baker

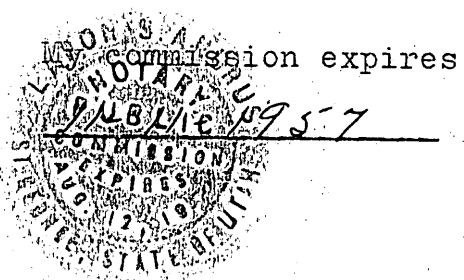
Irene L. Baker

STATE OF UTAH)
COUNTY OF UTAH) ss.

On the 12 day of April, 1956, personally appeared before me, William L. Baker and Irene L. Baker, husband and wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Laurel Andrews
Notary Public, residing at

Provo, Utah.



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William L. Baker
BOOK PAGE
UTAH COUNTY RECORDS
APR 13 12 18 PM '56
ABSTRACTED SEC.
PROOF READ TP
INDEXED R
FEE 3.60
85 East 16th
Orem, Utah