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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO MEADOW PARK SUBDIVISION
OREM, UTAH

Security Title & Abstract Co.
22 East 1st North
Provo, Utah
9478

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0078

PART A. PREAMBLE

WHEREAS, is 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:

Beginning at a point in the West line of 400 East Street, Orem, Utah, 17.25 chains South and 25.14 feet West from the center of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian, running thence North 87° 46' West and parallel to the East-West quarter section line of said Section 14 a distance of 469.84 feet; thence South and parallel to the North-South quarter section line of said Section 14 a distance of 181.50 feet; thence South 87° 46' East a distance of 470.79 feet to the West line of 400 East Street; thence North 0° 18' West along said street line a distance of 181.50 feet to beginning; Area 1.96 Acres.

Beginning at a point in the West line of 400 East Street, Orem Utah, 17.25 chains South and 25.14 feet West from the center of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 87° 46' West and parallel to the East-West quarter Section line of said Section 14 a distance of 469.84 feet; thence North parallel to the North-South quarter section line of said Section 14 a distance of 342.06 feet; thence South 87° 46' East a distance of 468.09 feet to the West line of 400 East Street; thence South 0° 18' East along said street line a distance of 342.16 feet to beginning; containing 3.683 Acres.

Also; Beginning at a point at the West line of 400 East Street, Orem, Utah, 20 chains South and 24.19 feet West from the center of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 87° 46' West parallel to the East-West quarter Section line of said Section 14 a distance of 470.79 feet; thence North parallel to the North-South quarter Section line to said section a distance of 523.51 feet; thence North 87° 46' West 2.82 feet to the West property fence line; thence South 0° 4' West along said fence line a distance of 533.59 feet to South property fence line; thence South 87° 47.7' East along said South property fence a distance of 474.70 feet to the Westline of 400 East Street; thence North 0° 18' West along said street line a distance of 18.12 feet to beginning; Area 0.183 Acres.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January, 1960, 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 persons or person 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.

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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.

PART B. RESIDENTIAL AREA COVENANTS

B-1. LAND USED AND BUILDING TYPE. All lots in the tract shall be known and described as residential lots and no lot shall be used except for residential purposes. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two story in height and a private garage for not more than 2 cars, except that on lots, not to exceed four in number and chosen by the Architectural Control Committee listed in 1, Part C, One detached two-family dwelling not to exceed one story in height and private garage for not more than four cars may be permitted.

B-2 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. Approval shall be as provided in Part C.

B-3 DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 1800 square feet for a dwelling of more than one story.

B-4. BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the front lot line. For the purpose 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 or a lot to encroach upon another lot.

B-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8500 square feet.

B-6. NUISANCES AND TEMPORARY STRUCTURES. 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. No structures 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.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP. The architectural control committee is composed of J. S. Brady Dirker, Dorothy F. Dirker, and Kenneth F. Duffin, all of Orem, Utah. 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.

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C-2. 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 that time, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. EASEMENTS. Easements for installation and maintenance of utilities are reserved over the rear five feet of each lot.

PART E. ATTEST:

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 15th day of December, 1954.

Kenneth F. Duffin
Edward J. Duffin
J. Boyd Kirk
Dorothy Fox Glinker
J. J. Carley
Ira E. Carley
Robert M. Grope
Bennie M. Grope
Ed Way
Luelle Day

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 11th day of May, A.D. 1955, personally appeared before me, a Notary Public in and for the State of Utah, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Winston Garrett
Notary Public
Residing at: Provo, Utah



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SECURITY TITLE & ABSTRACT CO.

BOOK PAGE THELMA VEST UTAH COUNTY RECORDER

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ABSTRACT L SEC.

PROOF READ TP

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6121 RELEASE OF MORTGAGE

Security Title & Abstract Co.
22 East 1st North
Provo, Utah
Order No. 9963

KNOW ALL MEN BY THESE PRESENTS: That a certain mortgage dated the 25th day of September, 1952, made by LESLIE E. BYLUND and DELILA BYLUND, his wife, to the STATE SAVINGS & LOAN ASSOCIATION, a corporation, and recorded on the 29th day of September, 1952, in Book 610 of Mortgages at page 25-26 Records of Utah County, Utah for EIGHT THOUSAND AND 00/100 DOLLARS (\$8000.00) together with the debt secured thereby is hereby fully paid, satisfied and discharged.

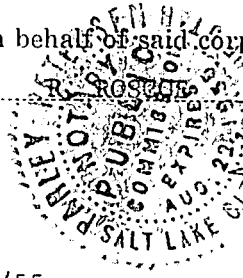
IN WITNESS WHEREOF, the STATE SAVINGS & LOAN ASSOCIATION, the mortgagee above mentioned, has caused this release to be executed this 10th day of March, 1955. STATE SAVINGS & LOAN ASSOCIATION.

[Signature]
Assistant Secretary



ss. COUNTY OF SALT LAKE

On this 10th day of March, 1955, personally appeared before me R. ROSCOE, who being first duly sworn upon oath, did say: that she is Assistant Secretary of the STATE SAVINGS & LOAN ASSOCIATION, a corporation; that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said acknowledged to me that said Corporation executed the same.



[Signature]
Notary Public

My commission expires 8/22/55

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SECURITY TITLE & ABSTRACT CO.

BOOK PAGE THELMA VEST UTAH COUNTY RECORDER

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ABSTRACT SEC. 28

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[Signatures]
D. H. A.
D. H. A.
D. H. A.