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6209DECLARATION OF RESTRICTIONS AND LIMITATIONS ON
ROSE GARDEN ESTATES, PLAT "C"

WHEREAS, the undersigned are the owners of the following described property located in Orem City, Utah County, State of Utah, to-wit:

Lots 1, 2, 3 and 4, Block 5, Plat "C", Rose Garden Estates, Orem, Utah County, State of Utah, according to the official plat thereof on file in the office of the Recorder of Utah County, Utah.

AND, WHEREAS, said property has been platted into blocks, lots, streets and alleys under a plat designated as "Plat C, Rose Garden Estates, Orem, Utah". Said plat having been approved by the City Council of Orem City, and duly filed in the office of the County Recorder of Utah County, Utah, and

WHEREAS, it was at the time of the filing of said plat the intention of the undersigned owners of said Plat C, Rose Garden Estates, in Orem, Utah, that certain protective and restrictive limitations pertaining to the use of the respective lots or parcels of land by the purchasers thereof, should be established, fixed and attached and become appurtenant to each of the said lots or parcels of land located in said subdivision, and more particularly hereinabove described, and

WHEREAS, it was not practical to set forth such protective and restrictive limitations in the dedication made by the owners in the plat approved by the City Council of Orem City, Utah, and filed in the office of the County Recorder of Utah County, Utah.

NOW THEREFORE: It is hereby determined, fixed, and declared that the following protective and restrictive limitations are binding on, appurtenant to, and run with each and every lot or parcel of land in said subdivision hereinabove described, and said restrictions and limitations shall be binding on all parties and all persons claiming under, and as grantees of the undersigned, to-wit:

(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 one and one-half stories in height and a private garage for not more than two cars.

(B) No building shall be erected, placed or altered upon any of the above described lots or parcels of land until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by a committee composed of Jack Ekins, C. E. Slavens and Glen G. Farrer, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design or location within twenty (20) days after said plans and specifications have been submitted to it, such approval will not be required, and this provision will be deemed to have been fully complied with. Said Committee nor either of its members, nor its designated representative shall be entitled to any compensation for services performed hereunder.

(C) 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 hereon which may be, or become an annoyance or nuisance to the neighborhood.

(D) 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 structure of a residence.

(E) No dwelling costing less than Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00), shall be permitted to be erected on any part of said property. The ground floor area of the main structure exclusive of porches, garage, etc. shall be not less than 800 square feet.

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(F) These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from date of recording of this instrument, at which time said Covenants shall be automatically extended for successive period of ten (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.

(G) The deed of conveyance covering any of the lots or parcels of land hereinafter described shall contain a clause referring to this instrument, and making the provisions of this instrument a part of the conveyance by reference.

(H) An easement is reserved over each lot for utilities installation and maintenance, as designated on the official plat.

(I) No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building except a detached garage or other outbuildings located 60 feet or more from the front lot line, shall be located nearer than 6 feet to any side lot line with a minimum total of 16 feet for the two sides.

(J) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 65 feet at the front building set-back line.

(K) Fences are not to extend beyond the front or side street set back lines.

If any grantee or grantees, or their agents, their heirs or assigns 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 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 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.

The provisions of this instrument or declaration shall be just as effective and binding upon the pruchasers of any of the lots or parcels of land hereinabove described as if the provision hereof were a part of the plat of said Rose Garden Estates, Plat "C" submitted and approved by the City Council of Orem City, Utah, and filed in the office of the County Recorder of Utah County, State of Utah, on the 7th day of April, 1959, as Entry No. 5458, Map Filing No. 502.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Orem, Utah County, State of Utah, this 18th day of APRIL A.D. 1959.

Melvin B. Edwards
Ethel W. Edwards
Charles L. McClure
Neva Marie Clure
SLAVENS, A Partnership
By: C. E. Slavens
C. E. Slavens, Attorney in Fact

