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- FURTHER, I do authorize my aforesaid attorney-in-fact to perform all necessary acts in the execution of the aforesaid authorizations and I do hereby expressly declare that the powers herein granted to my aforesaid attorney-in-fact shall not be construed as limited to those matters hereinbefore specifically set forth, but rather shall be construed to broadly include and embrace full and unlimited power and authority to do and perform, on my behalf and in my place and stead and with equal validity, any and all other lawful acts or things which I could do if personally present hereby ratifying and confirming whatsoever my said attorney shall and may do, by virtue hereof, in the premises.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of March, in the year one thousand nine hundred and forty-three,

Witnesses Earl Marque William E. McTell (SEAL)

Jessie Hanson
Geroy Vargas

State of KANSAS)
County of SALINE) ss.

On this 15 day of March in the year one thousand nine hundred and forty-three, before me personally appeared William E. McTell known to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal this 15 day of March one thousand nine hundred and forty-three.

W. E. McTell
Notary Public for the state of
KANSAS residing at SALINA

My commission expires Nov. 23, 1946
Jan 18, 1947

Entry No. 7293
Recorded at the request of
W. E. McTell
Book 377 - 1943 Page 245 P. M.
ELOISE F. TIPSON Recorder
William E. McTell Utah County
Deputy
Indexed
Compared
See
Tp. Sec.
R.
Map
50
Mark
253
of
of
of
of

7323

PROTECTIVE COVENANTS

JOS. O. MEYERS, TRUSTEE, owner and dedicator of a subdivision known as BEVERLY PLACE, UNIT THREE, situate in the Town of Orem, County of Utah, State of Utah, and described as follows, to-wit:

Commencing 10.00 chains North of the Southwest corner of Section 10, Township 6 South, Range 2 East, of the Salt Lake Base and Meridian, thence East 660 feet, thence North 780 feet, thence West 660 feet, thence South 780 feet to the place of beginning.

do hereby place the hereinafter designated protective covenants on all of said subdivision.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said Covenants shall be automatically extended for successive

512 - 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 the, 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 so doing 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. All lots in the tract shall be known and described as residential lots. 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 one story in height and a private garage for not more than two cars.
- B. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Joseph O. Meyers, Fletcher E. West, and H. J. Cassity, or by a representative designated by a majority of the members of said committee, the remaining member, or members, 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 30 days after said 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 fully 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 and after January 1, 1948. Thereafter the approval described 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 of 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.

- C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5400 square feet or a width of less than 50 feet at the front building setback line.
- E. 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 an annoyance or nuisance to the neighborhood.
- F. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

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- G. No dwelling costing less than \$4,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet.
- H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- I. None of the lots shown on said plat shall be occupied by any Mexican or Hindu or any other person not of the Caucasian Race. This prohibition, however, is not intended to include the occupancy or use by persons not of the white race while employed as servants on the premises. The word "PERSON", as used herein, shall include a Corporation or association, any of the stockholders of which are not of the white race.

Dated this 28th day of June, 1943, A.D.

[Handwritten signatures]
 Trustee
 [Signature]
 [Signature]

Entry No. 7368
 Recorded at the request of
 July 9 - 1943 - 2:30 P.M.
 ELISE F. THOMPSON, Recorder
 Utah County
 Deputy
 Compared _____
 Indexed _____
 Filed _____
 July 9 1943
 [Signature]

7368
 A F F I D A V I T

STATE OF UTAH

COUNTY OF UTAH SS.

Leon Hiatt being first duly sworn on his oath deposes and says; that he is a son of Edmond Franklin Hiatt the grantee in that certain warranty deed made by Alicia F. Simmons on the 21 day of November 1914 and recorded in Book 156 of deeds at page 377 in the office of the County Recorder of Utah County, Utah; that said Edmond Franklin Hiatt is the same person who as the Edmond F. Hiatt with my mother Elizabeth M. Hiatt were grantors in that certain warranty deed made the 16 day of August 1918 and recorded in the Office of the County Recorder of Utah County, Utah, in Book 180 of deeds at page 387. That affiant is 46 years of age and has known the property described in said deeds for 25 years.

Leon Hiatt