

7931

SECURITY TITLE & ABSTRACT CO.  
93 East Center St. - Provo, Utah  
Order No. 10268

267.

DECLARATION OF RESTRICTIONS

Declaration of establishment of restrictions, easements, conditions, covenants and reservations.

J. R. SANDSTROM and IVA J. SANDSTROM, husband and wife, owners of the real property in the County of Utah, State of Utah, hereinafter referred to as "said property" and particularly described as follows:

Lots one to ~~two~~<sup>five</sup> Block 1, Lots one to three of Block 3, Lots one to three of Block 4 of Woodcrest Heights, Orem, Utah, as shown on a map recorded in ~~Book~~<sup>83 ENTRY NO 7929</sup> of Miscellaneous Maps and Records of Utah County, and such portions of tentative map of above Woodcrest Heights not covered by the above legal description that will be improved and developed in the future.

hereby certify and declare that they have established and do hereby establish a general plan for the improvement and development of said property and do hereby establish restrictions, easements, conditions, covenants and reservations upon the subject to which all the aforementioned lots and parcels of said property shall be improved and sold or conveyed by them as such owners, each and all of which is or are for the benefit of each owner of any part or portion of said property or any interest therein and shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of the property owner or owners thereof, and are, and each thereof is, impose upon said property as a servitude in favor of each and every such parcel of land therein as a dominant tenement or tenements as follows:

1. That each lot in said tract shall be used for residential purposes only, and that no hotel, duplex, apartment house or any other building or structure whatsoever, whether kindred kind and nature, except a single-family dwelling with the customary outbuildings, shall be erected or permitted upon said lot or any part thereof.
2. No building or buildings shall be erected within 30 feet of the front property line nor within 20 feet from any side street line, nor within 6 feet of the side lines of any lot except as such side line restrictions might be modified by the Federal Housing Administration or by the City of Orem in which case the minimum requirements of both must be met.
3. No residential structure shall be erected or placed on any lot which lot has an area of less than 7,000 square feet or a width of less than 65 feet at the front building setback line.
4. No fence shall be erected or permitted to remain between the street end and the front setback line of any of said lots of said Woodcrest Heights Tract except a low ornamental type that must have the approval of the architectural committee as provided for in Article 9. No hedges exceeding a height of 3 feet shall be permitted to remain between the street and the front setback line of any of said lots.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any residential lot in said Woodcrest Heights Tract, shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any of said lots.
6. No one story structure having a ground floor square foot area of less than 1200 square feet, exclusive of one-story open porches, patios and garages, shall be erected or placed on any lot in said Tract. Two story and split level structures must have a combined living area in excess of 1200 square feet.
7. An easement is hereby reserved over the rear 5 feet of each of said lots for the installation, use and repair of all utilities.
8. No derrick or other structure designed for use in boring, mining or quarrying for water, oil, natural gas or precious minerals shall ever be erected, maintained or permitted upon any lot in said Tract, nor shall any noxious or offensive activity be carried on upon any lot, nor shall anything be done thereon which may be or may

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become an annoyance or nuisance to the neighborhood.

9. No building, structure, garage, or front yard fences shall be altered, erected or placed on Lots of said Woodcrest Heights Tract unless and until the building plans, specifications and plot plan showing the location of such buildings, garage or other structures has been approved in writing as to conformity and harmony of external design with existing structures in said Tract as to the location of such building, garage or other structures with respect to topography and finished ground elevation by a committee composed of J. H. SANDSTROM, JOE BELL MERRICK and EDWIN LEMMON, 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, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design or location within thirty (30) days after said plans, specifications, and plot plan have been submitted to it or in any event if no suit to enjoin the erection of such building, structure or garage 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 said 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 1st, 1930. 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 record owners of the majority of the lots of said Tract and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee. The committee hereinbefore in this paragraph mentioned shall be known and designated as the Architectural Committee.

10. The restrictions, easements, conditions, covenants and reservations herein contained shall run with the land, and are for the mutual benefit of all of the lots in said Woodcrest Heights Tract, with each other lot, both as servient and dominant tenements as against all other lots in said tract, and shall be binding and in full force until January 1st, 1930, at which date they shall expire and cease to exist; however, the restrictions, easements, conditions, covenants and reservations herein contained may be extended for successive periods of ten years or may be modified, altered, or changed by a written instrument executed by the record owners of a majority of the lots in said Woodcrest Heights Tract.

11. Invalidation of any of the restrictions, easements, conditions, covenants and reservations by a judgment or a court order shall in no wise affect any of the other restrictions, easements, conditions, covenants and reservations, which shall remain in full force and effect.

12. A breach of any of the restrictions, easements, conditions, covenants and reservations herein contained shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the lot or portion of the lot or lots or portions of lots in the real property covered hereby, but said restrictions, easements, conditions, covenants, and reservations shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

13. Should any party violate or attempt to violate any of the restrictions, easements, conditions, covenants and reservations herein contained, it shall be lawful for any other person or persons or any owners of any lots covered hereby or any part or portion thereof, to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the restrictions, easements, conditions, covenants and reservations to prevent or enjoin them from so doing, to cause said violation to be remedied or to recover damage or otherwise.

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WITNESS our hand this 19<sup>TH</sup> day of MAY, 1959.

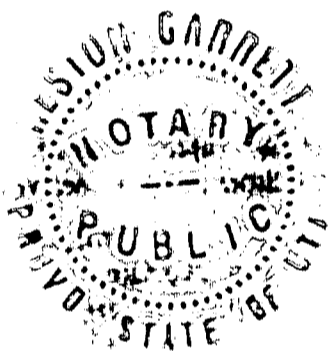
*J. R. Sandstrom*  
J. R. SANDSTROM

*J. R. Sandstrom*  
J. R. SANDSTROM

STATE OF UTAH )  
COUNTY OF UTAH ) 39.

19TH DAY OF MAY, 1959 before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. R. SANDSTROM and Mrs. J. R. SANDSTROM, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

ALL THIS my hand and official seal.



*Weston Garrett*  
Notary Public in and for said  
County and State.

My Commission Expires July 20, 1960

7931

*Thelma Vest Smurthwaite*  
THELMA VEST SMURTHWAITE  
UTAH COUNTY RECORDER

MAY 19 4 19 PM '59

BOOK 813 PAGE 267-7

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SECURITY TITLE & ABSTRACT CO.

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*J. R. Sandstrom*  
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