

CERTIFICATE OF PROTECTIVE COVENANTS

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KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The undersigned JOS. C. MEYERS, TRUSTEE, and FELTCHER E. WEST and JOSEPHINE WEST, his wife, are the owners of certain parcels of real property situate in Utah County, State of Utah, and described as

All of Lots 1 to 52, both inclusive, Unit 1; and all of Lots 1 to 15, both inclusive, all of Lots 39 to 66, both inclusive, and all of Lots 112 to 139, both inclusive, Unit 3, all in Beverly Place;

and

WHEREAS, said Beverly Place has been duly dedicated as a subdivision as required by law and the plat thereof has been duly approved and is now on file and of record in the office of the County Recorder of Utah County, State of Utah; and

WHEREAS, heretofore, under date of April 2, 1943, and July 9, 1943, there were recorded in the office of the County Recorder of Utah County, State of Utah, as instruments numbered respectively 3261 and 7323 certain protective covenants; and

WHEREAS, said instruments were not properly acknowledged so as to entitle the same to be placed of record and certain changes in the covenants therein contained are necessary and proper; and

WHEREAS, the undersigned COLUMBIA SAVINGS & LOAN ASSOCIATION, a corporation, is now mortgagee of certain of the premises above described and is an interested party in the substitution for said protective covenants those hereinafter set forth, and for such purpose is executing this instrument; and

WHEREAS, it is desired in connection with the development of said subdivision and as part of the general plan for the benefit and protection of the owners of said respective lots above described to provide for protective covenants and use restrictions which shall govern and control the use and enjoyment of said lots above described;

NOW THEREFORE, the undersigned JOS. O. MEYERS, TRUSTEE, and FLETCHER E. WEST and JOSEPHINE WEST, his wife, and COLUMBIA SAVINGS & LOAN ASSOCIATION do hereby certify and declare that said protective covenants heretofore filed be and the same are hereby wholly vacated, annulled and withdrawn and that in lieu of said protective covenants heretofore filed each and all of said lots hereinabove designated are and shall upon conveyance or encumbrance thereof be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns, subject to covenants respecting the use thereof as follows:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, 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

173 - 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 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 effect 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, except Lot 18 in Unit 1, which is restricted to commercial use for retail merchandising and no business shall be conducted thereon until it has been approved in writing by the subdivider, so long as such subdivider shall hold title to any of the lots within such subdivision and thereafter no such approval will be required, provided the business is not of an illegal nature nor in violation of paragraph "E" hereof. 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 Jos. O. Meyers, Fletcher E. West and H. J. Cassity, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any 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 plan^s 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 20 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 7 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.
- 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 not be 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.
- J. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the State of Utah Health Authority shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the Health Authority.

Dated this 9th day of August, A. D. 1944.

J. O. Meyers Trustee
 Jos. O. Meyers, Trustee
Fletcher E. West
 Fletcher E. West
Josephine West
 Josephine West
 COLUMBIA SAVINGS & LOAN ASSOCIATION
 BY Evelyn R. Hughes
 Vice President



[Signature]
Secretary

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 16th day of August, A. D. 1944, personally appeared before me Jos. O. Meyers, Trustee, the signer of the above instrument, who duly acknowledged to me that he executed the same.

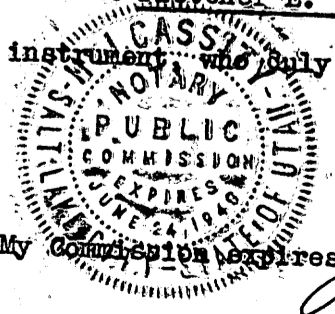


[Signature]
Notary Public, residing at
SALT LAKE CITY, UTAH

My Commission expires June 24, 1948.

STATE OF Utah)
COUNTY OF Salt Lake)

On the 9th day of August, A. D. 1944, personally appeared before me Fletcher E. West and Josephine West, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



[Signature]
Notary Public, residing at
Salt Lake City, Utah

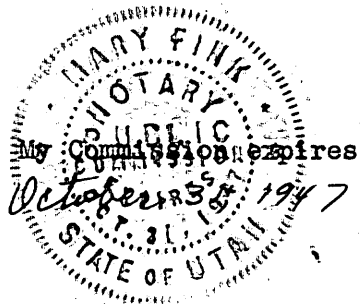
My Commission expires June 24, 1948.

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STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 16th day of August, A. D. 1944, personally appeared before me Estel L. Wright and H. J. Cassity, who being by me duly sworn did say, each for himself, that he, the said Estel L. Wright, is the vice president, and he, the said H. J. Cassity is the secretary of Columbia Savings & Loan Association, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its board of directors and said Estel L. Wright and H. J. Cassity each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Mary Fink
Notary Public, residing at
Salt Lake City, Utah



Entry No. **8141**
Recorded at the request of
J. J. Gough
SEP 14 1944 - 4:40 P.M.
Book _____ Pages _____
ETHOPE F. TIPPTON Reporter
Charles J. Johnson Utah County Deputy
Compared _____
Indexed _____
Filed _____
S. J. Gough
J. J. Gough
J. J. Gough

8136

A G R E E M E N T

WHEREAS, the undersigned James W. Trinnaman, James C. Gough and Elizabeth Gough are the owners in common of certain real property hereinafter described, and Whereas it is the desire and purpose of the undersigned to agree upon and determine of record the interests of the parties hereto in and to said property,

NOW, THEREFORE, it is hereby Acknowledged and Agreed that the undersigned James W. Trinnaman, James C. Gough and Elizabeth Gough are owners as tenants in common of the real property hereinafter referred to; that James W. Trinnaman is the owner of a 78% interest in said property and that the undersigned James C. Gough and Elizabeth Gough, his wife, are together the owners of the remaining 22%.

The real property referred to is located in Utah County, Utah, and is particularly described as follows, to-wit:

Lots 1, 2 and 4, Section 33, Township 4 South, Range 3 West, Salt Lake Meridian. 120.46 acres.

The Northeast quarter (NE $\frac{1}{4}$) and Lots 8, 9, 10, 14, 15, 16, 17, 1, 2, 3, 4, 5, 6 and 7 of Section 32 Township 4 South, Range 3 West, Salt Lake Meridian. Area 480.75 acres.

The West half of the Southeast quarter of Section 28, Township 4 South, Range 3 West, Salt Lake Meridian. Area 80 acres.