

15031

COVENANTS

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THESE COVENANTS shall run with the land known and platted as Plat "A" PARKWAY SUBDIVISION, Provo, Utah County, State of Utah, and each and every part thereof, which subdivision is described as follows, to-wit:

Beginning at a point on North Line of Plat "E" North University Subdivision and on East Line of 300 West Street in Provo, Utah; said point being 3202.0 feet East and 3164.0 feet North of Southwest Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 4° 43' East 10.0 feet; thence East 149.63 feet; thence North 0° 43' East 272.0 feet; thence East 380.0 feet; thence North 1° 00' East 627.86 feet; thence South 87° 00' West 579.57 feet; thence South 16° 00' West 163.82 feet; thence South 130.0 feet; thence South 6° 00' East 149.0 feet; thence Southwesterly along an arc of a curve to the right having a Radius of 200 feet, a Central Angle of 76° 00' and the Chord of which bears South 32° 00' West 246.26 feet, a distance of 265.29 feet; thence South 20° 00' East 83.05 feet; thence South 0° 43' West 154.78 feet; thence South 89° 17' East 168.0 feet to point of beginning.

These Covenants shall be binding on all parties and all persons claiming under them until January 1, 1977 at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change, modify or abolish said Covenants in whole or in part.

If the parties hereto, or any of them, or their successor, 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 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 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.

No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and not more than a two-car garage, except as to corner lots upon which a two family dwelling shall be permitted.

No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and existing structures in the subdivision, and as to location of the building which respect to topography and finished ground elevation, by a committee composed of Wm. G. Lichfield, Beulah M. Lichfield and Aldo Nelson, 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 thirty (30) days after such 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, 1977. 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.

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No building shall be located on any residential building lot nearer than Thirty (30) feet to the front lot line, nor nearer than twenty (20) feet to any side street line.

No residential structure shall be erected or placed on any building lot which lot has an area of less than 6000 square feet or a width of less than sixty (60) feet at the front building setback line.

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 any annoyance or nuisance to the neighborhood.

The minimum distance between dwellings shall be 16 feet.

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.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet in the case of a one story structure nor less than 900 square feet in case of a one and one-half, two, or two and one-half story structure.

Easements for the construction, operation and maintenance of utilities shall be reserved as shown on the official plat of Plat "A" PARKWAY SUBDIVISION.

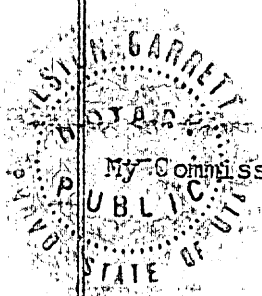
IN WITNESS WHEREOF, the owners of all the lots in the above mentioned Plat "A" PARKWAY SUBDIVISION, in Provo City, Utah have this 17th day of September, 1956, caused these presents to be executed.

William G. Lichfield
Beulah M. Lichfield

STATE OF UTAH)
 : S.S.
COUNTY OF UTAH)

On the 17th day of September, 1956 personally appeared before me, a Notary Public in and for the State of Utah, William G. Lichfield and Beulah M. Lichfield the signers of the above instrument, who duly acknowledged to me that they executed the same.

Wesley Garrett
Notary Public



My Commission Expires: 7-20-1960 Residence, Provo, Utah

15031
William G. Lichfield
BOOK _____ PAGE _____
THE MA VEST UTAH COUNTY
RECORDED
William G. Lichfield
OCT 24 9 01 AM '56
ABSTRACTED _____ SEC. _____
PROOF READ _____ TP _____
INDEXED _____ R _____
FEE \$ 4.90 MAIL TO
620 South Center
Provo, Utah