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PROTECTIVE COVENANTS AND RESTRICTIVE LIMITATIONS APPLYING
TO PROVOST PARK SUBDIVISION
OF PROVO CITY, UTAH

WHEREAS, the undersigned, Oliver W. Thornton and Artemesia B. Thornton, husband and wife, and Rowan and Grow, Inc., a Utah Corporation, all of Provo, Utah, are the owners of the following described real estate situated in Provo, Utah, to-wit:

Commencing at the intersection of the east line of 900 (ninth) East Street and the south line of 150 (First) North Street in Provo, Utah, which point is 1294.57 feet North and 1553.85 feet West of the Southeast corner of Section 6, Township 7 South, Range 3 East, Salt Lake Base and Meridian; Thence S89degrees 06'30" E 548.3 feet; Thence S 1 degree 31' 30" W 366 feet; thence S 89 degrees 27'30" W 166.75 feet; Thence South 1 degree 31'30" W 36.3 Feet; thence N. 88 degrees 35' W 265.3 feet; thence South 2 d degrees 19'30" W 29.8 feet; Thence N 89 degrees 06' 30" W 120 feet; thence N 2 degrees 19'30" East 434 feet to the place of beginning. Area 5.05 Acres.

AND, WHEREAS, said Real Estate has been subdivided and platted into blocks, lots, streets and alleys under a plat designated as "Provost Park Subdivision, Provo, Utah." Said plat having been submitted to the City Commission of Provo City for approval and upon approval said plat to be filed in the Office of the County Recorder of Utah County, Utah, and

WHEREAS, it was not practical to set forth such protective covenants and limitations in the dedication made by the owners in the plat filed with the City Commission of Provo, Utah,

NOW THEREFORE, It is hereby determined, declared and fixed that the following protective covenants and restrictive limitations are binding upon, appurtenant to, and run with each and every lot or parcel of land in the subdivision herein described, and all said restrictions and limitations shall be binding upon all parties and all persons claiming under, by, or through them.

(A) The restrictive covenants and limitations herein determined and declared shall apply to each and every lot, block, or parcel of real estate included in or covered by the description hereinabove set forth.

(B) No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars; except certain lots that might be accepted by FHA, and the Provo Bldg. inspector as duplex sites.

(C) No building shall be erected, placed, or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. The architectural control committee herein mentioned shall be composed of Oliver W. Thornton, Dale Despain, and Thomas J. Norton, or by representatives designated by a majority of the members of the 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 the said committee or its designated representatives fail to approve or disapprove a proposal submitted to them within thirty (30) days after the plans and specifications have been so submitted, such approval will not be required, and this provision will be deemed to have been fully complied with. The members of the architectural control committee and their designated representatives shall not be entitled to any compensation for services performed hereunder.

(D) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no buildings shall be located on any lot nearer than Twenty-five (25) feet to the front lot line, or nearer than

Twenty (20) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty-five (45) feet or more from the minimum building setback line; except garages on all corner lots may be placed in the most practical position with the approval of the Provo Building Inspector. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

83 (E) No trailer, Basement house, tent, shack, or out building shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

(F) No dwelling shall be permitted on any lot at a cost of less than \$6,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than seven hundred fifty (750) square feet for a one-story dwelling nor less than seven hundred (700) square feet for a dwelling of more than one story.

(G) No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than fifty (50) feet at the minimum building setback line or an area of less than five thousand (5,000) square feet.

(H) The narrower side of a lot abutting a street shall be considered the front regardless of the location of the principle entrance of the building.

(I) If the present owners or any persons holding under, by, or through them, or their agents, shall violate or attempt to violate any of the restrictions or limitations herein contained, any other person or persons owning or having an interest in any real estate situated in said subdivision shall have the power and authority 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 agreement.

(J) These covenants are to run with the land and shall be binding on all parties and all persons claiming under or through them until May 15th, 1975, at which said time the covenants herein contained shall automatically extend 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 or remove said covenants in whole or in part.

(K) No person or persons of any race other than Caucasian race shall use or occupy any structure in this subdivision except that this covenant shall not prevent domestic servants domiciled with an owner or tenant from occupying such structure.

84 (L) Invalidation of any of the provisions of this instrument by any judgement or court order shall in no way affect any of the remaining provisions herein and all remaining provisions public in full force, effect, and operation.

(M) The provisions herein contained or declared shall be effective and binding upon the purchaser or purchasers of any of the lots or parcels of the property herein described as if the provisions hereof were a part of the plat of said Provost Park Subdivision submitted to and approved by the City Commission of Provo City, Utah.

WITNESS our hands this 31st day of May, A. D. 1949.

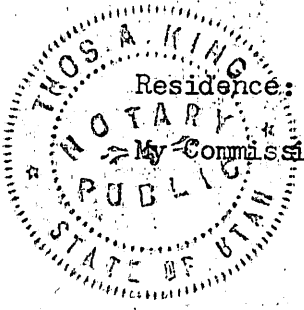
Rowan and Grow Inc.
Thomas J. Norton asst. Sec.

Oliver W. Thornton
Artemesia B. Thornton

STATE OF UTAH)
) ss
COUNTY OF UTAH)

On this 31st day of May, A.D. 1949, before me a Notary Public in and for Utah County, State of Utah, personally appeared Rowan and Grow Incorporation, a corporation, by Thomas J. Norton as Its Asst. Secretary, Oliver W. Thornton and Artemesia B. Thornton, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Thos. A. King
Notary Public



Residence: Provo, Utah

My Commission Expires: Dec. 9, 1952

RECORDED AT REQUEST OF
BOOK 1136 PAGE 49
FILED IN DEPT. OF RECORDS
COUNTY CLERK
OCT 21 11 36 AM '49
INDEXED BY SP REP 194
FEE \$ 50
MAIL TO
Rowan + Grow Inc.
196 W. Center Street
Provo, Utah

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