

RESTRICTIVE COVENANTS

We, the undersigned, owners in fee of the following described real property, to-wit: Plats "A", "C", "D", "E", and "F" of Indian Hills Subdivision, ~~exhibit "A" attached~~ Provo, Utah

do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in the said addition, this declaration of restrictions being designated for the purpost of keeping the said subdivision desiriable, uniform, and suitable in architectural and landscape design and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to all property ~~listed in exhibit "A"~~

located in Plats "A", "C", "D", "E", and "F" of Indian Hills Subdivision, Provo, Utah

RESIDENTIAL AREA COVENANTS

1. Land use and building type. No lot shall be used except for the residential purposes. No building shall be erected, altered, place or permitted to remain on any lot other than one (1) family dwelling not to exceed 1½ stories in height and a private garage for not more than three cars. Roof lines must be kept at 3' in 12' pitch under unless special permission is granted by the Architectural and Landscape Committee upon review of plans, specifications and lot location. The ground floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 1200 square feet within the outside perimeter of the main structure, excluding garages, porches, verandas, carports, patios, etc., unless approved by said Architectural and Landscape Committee.

2. No tank for the storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural and Landscape Committee.

3. Building location. 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 as required by Provo City, Utah. In any event no habitable building shall be located on any lot nearer than 30 feet to the front lot lines, or nearer than 20 feet to any side street. *

* Permissible 20' front yard requirement for non-habitable construction under Committee approval.

No building shall be located nearer than 10 feet to an interior lot line, except not less than a one foot side yard shall be required for a garage or other permitted accessory buildings located not less than 40 feet from the minimum building setback line, and provided that said garage or accessory building is separated (without attachments of any kind whatsoever) from the main structure by not less than 10 feet. No dwelling shall be located on an interior lot nearer than 20 feet to the rear lot line. For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot.

4. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

5. Easements. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

6. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, except with the written permission of 2/3 of subdivision property owners.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. No signs, billboards nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size advertising a specific unit for sale or house for rent, or construction sign, may be displayed on the premises affected.

9. No trash, ashes nor any other refuse may be dumped or thrown on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service; or an incinerator must be provided.

10. Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garages, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

11. No residential structure shall be erected or placed on any lot within the hereinabove described subdivision, which lot has an area of less than 9,000 square feet or a width of less than 90 feet at the front of the building setback line.

NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which house owners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the state of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

Preliminary Drawings - (To be filed for approval and accepted before working drawings are begun)

Shall include as minimum the following:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor Plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through house.
5. A perspective (optional)

Outline specification shall give basic structure system and outline all materials to be used on the exterior of the residence.

Working Drawings - (To be filed for approval and accepted before construction is begun)

Shall include as minimum:

1. Plot plans to scale showing the entire site, building, garages, walks, drives, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plans
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections - cross and longitudinal
5. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used. Supplement these with a notation of the colors of all materials to be used on the exterior of the residence.

Committee Procedure

Any three members in agreement shall constitute the Committee to act on Committee business, and these three shall affix their signatures to any plans or correspondence describing that upon which they have taken action. On occasions when a member of the Committee shall be in opposition, a majority of three in favor shall govern.

That the Committee shall accept or reject:

- A. Preliminary Plans of proposed residences (as defined herein)
- B. Final Plans of proposed residences (as defined herein)
- C. Planning problems or complaints by property owners.

That the Committee shall act within seven days on any of the above, and place its action in writing to be held as a permanent record, with copies to the parties concerned.

The final plans shall be delivered to the Committee which shall accept or reject them within seven days, and so notify the Owner in writing.

An Owner whose plans are rejected shall meet with the committee at the Committees' invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.

Finally, the Committee has the authority to judge building, materials, fences, planting, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the Property Owners represented. These shall include aesthetics, reasonable protections of view, permanence of material, etc. All decisions of the Committee shall be final.

173

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 complied with, provided the said structure shall conform to, and be in harmony with existing structures in the tract and with the other provisions herein contained.

TREES PROHIBITED

In order to assure uniformity of street appearance, no trees are to be planted upon city property or property on the street side of any through sidewalk without specific approval in writing of the Architectural and Landscape Committee. The following trees, because of their undesirable characteristics are prohibited in the said subdivision:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus altissima	Tree of Heaven
Platanus occidentalis	American Plane tree
Populus alba	Silver Poplar
Populus alba bolleana	Bolleana poplar
Populus angustifolia	Narrow-leaf poplar
Populus deltoides	Carolina poplar
Populus fremontii	Fremont's poplar
Populus nigra italica	Lombardy poplar
Robinia Pseudoacacia	Black locust
Ulmus Pumila	Siberian elm

ARCHITECTURAL AND LANDSCAPE COMMITTEE

The Architectural and Landscape Committee shall consist of five members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. In the event of death or resignation of any of the members, the surviving members of the committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the committee, all members of the committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the committee shall declare a vacancy. The original members of the committee shall be T. Darrell Bushnell, James R. Winterton, Bruce R. Dixon, Jackson B. Howard

GENERAL PROVISIONS

The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

2. Enforcement. In the event of violation of any of these covenants the Architectural and Landscape Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signators hereto that the cost, including attorneys' fees, of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision.

3. Severability. 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.

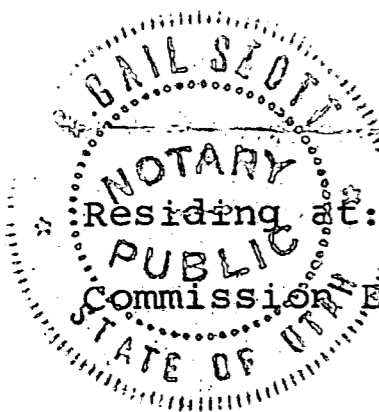
WITNESS our hands this 1st day of June, 1960.

Michael Jackson
James R. Winterton
Japhine L. Winterton
Melba S. Bushnell
Parrell Bushnell
Margie K. Bushnell
Bruce L. Dixon
Collin C. Dixon
Grant D. Dixon BRD
Florence W. Dixon BRD

Joel C. Barlow
James P. Barlow
Lucille B. Bushnell
Ray L. Birmingham
Jane T. Birmingham
R. Luther Birmingham
Margie B. Birmingham
Robert M. ...
Barbara A. ...
Robert M. ...

STATE OF UTAH)
 : ss.
 COUNTY OF UTAH)

I, the undersigned, a Notary Public in and for Utah County, State of Utah, do acknowledge that the above named people did certify to appear before me and sign the said instrument.



C. J. Stott
 Notary Public

225
 RECORDED AT THE REQUEST OF
 SECURITY TITLE & ASS. CO.
 BOOK _____ PAGE _____
 1960 JAN -9 AM 9:40
 CLARENCE B. CARTER
 UTAH COUNTY RECORDER
 DEPUTY
 MAIL TO: Bushnell Building
 188 E. Center
 Provo