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## RESTRICTIVE COVENANTS

THESE COVENANTS shall run with the hereinafter described land situated in and being a part of MAPLE VILLAGE SUBDIVISION, Plat C, Provo, Utah County, State of Utah, situated in Section 2, Township 7, South, Range 2 East, Salt Lake Base and Meridian and each and every part thereof, which land is described as follows to-wit:

Building lots for single family development only. Lots 18, 19, 20, 21, 22, 23, 24 and north 58.50 feet of Lot 25, Block 2; Lots 1, 2, 3, 4, Block 3, Plat C. Lots for optional 1 or 2 family dwellings shall be: Lots 2, 4, 5, 6, 7, Block 5; Lots 6, 7, 8, Block 3, Plat "C" according to the official plat of said sub-division on file in the office of the recorder of Utah County, Utah.

These covenants shall be binding on all parties and all persons claiming under them until January 1, 1994, 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 successors, 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 estate 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 covenants 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

No building shall be placed, erected, or altered on any building lot in this subdivision until the building plans, specifications and lot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, as to location of the building with respect to topography and finish ground elevation, by a majority of the committee composed of the directors of the Bushnell Finance and Construction Company, who are T. Darrell Bushnell, Marjorie K. Bushnell, D. D. Bushnell, J. Merrill Bushnell, Dan S. Bushnell, or by a representative designated by a majority of the members of said committee. The remaining members or member 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 twenty (20) 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. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. The powers and duties of such committee, and of its designated representative, shall cease on or after January 1, 1980. Thereafter, the approval designated 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.

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 required by Zoning Ordinance of Provo. In any event no building for personal occupancy shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line unless so permitted in Provo City Zoning Ordinance.

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The side yard regulations and limitations in effect in Provo City, Utah, shall apply to all dwellings and buildings erected or placed on any building lot within the subdivision.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum 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. No typical farm animals such as horses, cattle, pigs, sheep, or goats shall be kept on any lot. Not to include household pets.

No trailer, basement, tent, shack, garage, barn, or other out buildings 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 900 square feet in the case of a one story structure not less than 850 square feet in the case of a one and a half or two story structure. No lot shall be used except for residential one or two family dwelling purposes as per legal description designation. No building shall be erected, altered, placed, or permitted to remain on any lot for more than a two family dwelling not to exceed two stories in height and a private garage for not more than two cars per family. Additional storage may be provided for personal boats.

Easements for the construction, operation and maintenance of utilities shall be reserved as shown on the official plat of Maple Village Subdivision Plat C.

In witness whereof, the said owners of the hereinbefore described property have caused their names to be hereunto subscribed on this 1st day of OCTOBER, 1964.

BUSHNELL FINANCE & CONSTRUCTION CO.

By - Darrell Bushnell  
President

Margie K. Bushnell  
Secretary

Nant J. Larsen

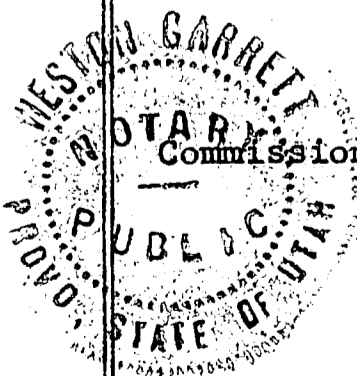
Leda E. Larsen

Alex M. Hansen

STATE OF UTAH )  
                          ss  
COUNTY OF UTAH )

On the \_\_\_\_\_ day of OCTOBER, 1964, personally appeared before me, a Notary Public in and for the State of Utah, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Weston Garrett  
Notary Public



Commission expires July 20, 1968 Residing at PROVO, UTAH

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SECURITY TITLE & ABSTRACT CO.