

## 12756

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C O V E N A N T S

THESE COVENANTS shall run with the hereinafter described land situated in and being a part of MAPLE VILLAGE, ~~Subdivision~~, revised, 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:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Block 1, and Lots 1, 2, 3 of Block 2, and Lots 1, 2, 3, and 4 of Block 3, ~~MAPLE VILLAGE SUBDIVISION~~, revised, Utah County, Utah, according to the official plat thereof 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, 1988, 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 judgment 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 or external design with existing structures in the subdivision, as to location of the building with respect to topography and finish ground elevation, by a committee composed of the directors of the Bushnell Finance and Construction Company, 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 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. 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 or after January 1, 1988. 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 shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

The existing side yard regulations and limitations presently in effect in Provo City, Utah, shall apply to all dwellings and buildings erected or placed on any building lot within the subdivision. They are a minimum of 10 feet one side and 6 feet on the other side. With the exception that no garage or outbuilding shall be erected or placed nearer than 1 foot from any adjoining lot line.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

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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, chickens, sheep or goats shall be kept on any lot. Not to include household pets.

No trailer, basement, tent, shack, garage, barn or other outbuildings 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 850 square feet in the case of a one story structure nor 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 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 and one-half stories in height and a private garage for not more than two cars.

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

In witness whereof, the said owners of the hereinbefore described property have caused their names to be hereunto subscribed on this 10th day of September, 1958.

Grant F. Larsen

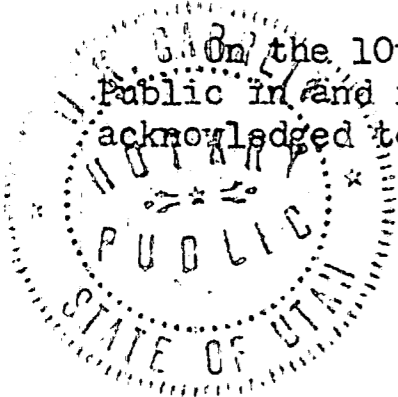
Seda C. Larsen

BUSHNELL FINANCE & CONSTRUCTION CO.

BY Darrell Bushnell

STATE OF UTAH :  
                  : ss.  
COUNTY OF UTAH :

On the 10th day of September, 1958, 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.



W. K. Bennett  
Notary Public

Residing at Provo, Utah  
Comm. Expires: 7 April 1962

D. D. Bushnell  
Realty Co.  
(Cash Buyer)  
Provo, Utah

REC'D  
FEE \$4.30  
MAIL TO

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COMPARED BY  
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RECORDER

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