

JAN 11, 1991

ENT 1516 BK 2755 PG 612
NINA B REID UTAH CO RECORDER BY MB
1991 JAN 16 8:30 AM FEE 15.00
RECORDED FOR RAY WILCOX

PROTECTIVE COVENANTS -- MARY CIRCLE SUBDIVISION

TO WHOM IT MAY CONCERN:

We, the owners of the following described property, situated in the County of Utah, State of Utah:

Lots 1 through 9 inclusive of Mary Circle Subdivision, a subdivision in Provo, Utah, according to the official plat thereof on record in the office of the Utah County Recorder.

do hereby declare the property above described is subject to the restrictions and covenants herein recited:

1. These covenants are to run with the land and shall be binding on all persons claiming under Mary Circle Subdivision from date hereof until December 31, of the year 2000, at which time said covenants will be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of lots, it is agreed to change said covenants in whole or in part.

2. If the parties, hereto, or any of them or their 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 properties situated on the above described tract 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 them from so doing, or to recover damages for such violation.

3. 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.

4. All the above described lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached family dwelling not to exceed two stories in height (plus basement if desired), a private garage or carport for not more than two cars, and a shed not to exceed 20' X 20' for the purpose of storing mowers, tools, and other small equipment. (Exception: present home on Lot 5 will be permitted to remain until new structure is erected.)

5. There shall be no residence with less than 1,500 square feet on the main floor. In the case of a Bi-Level residence, the main level is considered to be the upper floor. If the shape and size of a specific lot dictates a different style of home, the 1,500 square foot requirement may be modified. In this instance the committee may approve a plan which is better

suited to the dimensions of a particular lot. Approval of such a modification may be made only if the construction cost of the modified plan is equal to, or greater than, the cost of constructing a 1,500 square foot rambler.

6. No building shall be erected, placed, or altered on any building lot in the above-described subdivision until building plans, specifications, and plot plans showing the location of the building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of Ray T. Wilcox, Val C. Wilcox, Brad R. Wilcox, and Chris J. Wilcox, or by a representative designated by the members of said committee. In the event of death or resignation of any member of the 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 committee or its designated representative fails to approve or disapprove such design and location within 30 days after plans and specifications have been submitted to it or in any event if no suit to enjoin the erection of the building or making of the alteration 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 the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of this committee and of its designated representative shall cease on or after December 31, 2000. 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 above described and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by this committee.

7. No modular homes, no round homes, no octagon homes, no pre-built homes, no pre-fab homes, no log homes, no steel or concrete homes, no mobile homes, no trailer home, temporary shack or outbuilding or any other house of this nature shall be allowed to be built or erected in this subdivision.

8. No building shall be located on any residential lot described above nearer than 30' to the front of lot, excluding porches, cornices, spoutings, chimneys, and purely ornamental projections. Each building must conform to existing Provo City building regulations.

9. No trash, ashes, or other refuse may be thrown or dumped on any of the above-described lots, nor shall the lots be used for the storage of personal property, including junk cars and machines, for a period longer than 30 days. Any violation of

this paragraph shall be considered a public nuisance and may be abated at the request of any lot owner, neighbor, or Provo City.

OWNERS OF LOTS IN MARY CIRCLE SUBDIVISION:

Ray T. Wilcox
Ray T. Wilcox

Val C. Wilcox
Val C. Wilcox

Brad R. Wilcox
Brad R. Wilcox

Chris J. Wilcox
Chris J. Wilcox

Dan Williams
Dan Williams

G. Richard Judd
G. Richard Judd

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the 11 day of January, 1991, personally appeared before me Ray T. Wilcox, Val C. Wilcox, Brad R. Wilcox, Chris J. Wilcox, Dan Williams, G. Richard Judd, property owners of MARY CIRCLE SUBDIVISION, and they indicated that they were executing the aforesaid Protective Covenants pursuant to authority duly given them so to do.

Verne J. Parker
Notary Public

Residing at: 684 E 6400 N Orem Utah

My commission Expires: Aug - 23 - 94

