

## 14169

C O V E N A N T S

THESE COVENANTS shall run with the land known as Plat I Hobbie Creek Subdivision, a subdivision, Springville, Utah County, State of Utah, and each and every part thereof, which subdivision is described as follows:

Beginning 908.0 feet South and 291.2 feet East from the Northwest corner of Section 3, Township 8 South, Range 3 East of the Salt Lake Base and Meridian; running thence North 89° 34' East 114.98 feet; thence North 0° 10' East 80.0 feet; thence North 15° 06' East 50.32 feet; thence South 72° East 56.07 feet; thence South 15° 06' West 40.1 feet; South 0° 10' West 90.54 feet; thence South 81° 57' East 41.78 feet; thence North 76° 01' East 29.49 feet; thence South 0° 10' West 270.73 feet; thence South 89° 50' East 39.77 feet; thence South 18° West 109.77 feet; thence South 72° East 44.09 feet; thence South 18° West 140.44 feet; thence South 35° 24' East 74.74 feet; thence South 18° West 115.0 feet; thence South 72° East 57.62 feet; thence South 18° West 165.13 feet; thence North 64° 01' West 114.08 feet; thence North 61° 34' West 154.29 feet; thence North 86° 05' West 20.05 feet; thence North 0° 10' East 344.55 feet; thence South 89° West 224.64 feet; thence North 0° 10' East 56.0 feet; thence North 89° East 224.64 feet; thence North 0° 10' East 358.08 feet to the point of beginning.

These Covenants shall be binding on all parties and all persons claiming under them until January 1, 1974, 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 heretof, 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 property 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 Covenant 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.

All lots in the tract shall be known and described in residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and not more than a two-car garage.

No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and lot plan showing the location of such 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 the officers of the Clyde Realty and Development Company, or by a representative designated by a majority of the members of said committee. The remaining member or members 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 buildings or the making of such alterations has been commenced prior to the completion thereof,

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such approval will not be required and this Covenant will be deemed to have been fully 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 and after January 1, 1974. 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 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 residential building lot nearer than thirty (30) feet to the front lot line, nor nearer than twenty (20) feet to any side street line. Side yard regulations to conform with Springville City Ordinance.

No residential structure shall be erected or placed on any building lot which lot has an area of less than 5000 square feet or a width of less than fifty (50) feet at the front 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 an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

No dwelling costing less than Seven Thousand (\$7,000.00) Dollars shall be permitted on any lot in the tract. 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 case of a one story structure nor less than 800 square feet in case of a one and one-half, two, or two and one-half story structure.

Easements ten (10) feet wide for the construction, operation and maintenance of Utilities shall be reserved across the backs or sides of the lots as shown on the official Plat.

IN WITNESS WHEREOF, the owners of all the lots, in the above mentioned Plat I Hobble Creek Subdivision, a subdivision in Springville City, Utah have this 13th day of December A. D. 1953, caused these presents to be executed.

Attest:

W. W. CLYDE & COMPANY

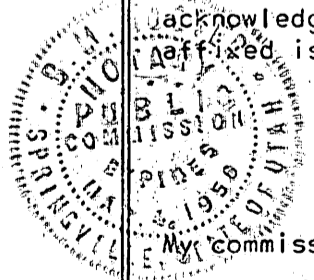
10041

W. Cornell Clyde  
Secretary

By W. W. Clyde  
President

STATE OF UTAH )  
                  ) SS  
County of Utah )

On the 19th day of December A.D. 1953 personally appeared before me W.W.Clyde and W.Cornell Clyde who being by me duly sworn did say, each for himself, that he, the said W.W.Clyde is the President, and he, the said W.Cornell Clyde is the secretary of W. W. CLYDE & COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said W.W.Clyde and W.Cornell Clyde each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



B. Mebbower  
Notary Public

My commission expires March 4, 1956 My residence is Springville, Utah

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ENTRY NO. 14169  
 SECURITY TITLE & ABSTRACT CO.  
 BOOK PAGE  
 HELMA VEST UTAH COUNTY RECORDER  
 Helma Vest  
 DEC 24 - 11 53 AM '53  
 ABSTRACTED  
 PROOF READ  
 INDEXED  
 SECURITY TITLE & ABSTRACT CO.

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W. W. CLAY & COMPANY  
 President  
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On the 23rd day of December, 1953, before me, F. W. Canfield, Vice President of FIRST SECURITY BANK OF UTAH, National Association, who being by me duly sworn, did say that he is the author of the foregoing instrument and that he executed the same for the purposes and consideration therein expressed.

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RELEASE OF REAL ESTATE MORTGAGE

THIS CERTIFIES that a certain Mortgage, executed by Max Berryessa and Janet Berryessa, husband and wife, dated November 23, 1949, and recorded in Book 549 of Mortgages, on Page 17-20 in the office of the County Recorder of Utah County, State of Utah, on the 25th day of November, A. D. 1949, for the sum of One Thousand Four Hundred and No/100 - - Six Thousand Four Hundred and No/100 - - DOLLARS, has been fully satisfied by the payment of the debt secured thereby, and is hereby cancelled and discharged.

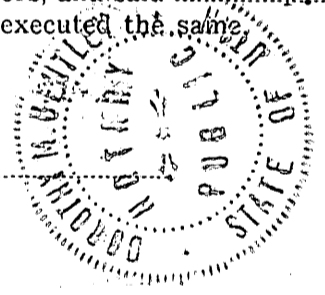
Dated this 23rd day of December, A. D. 1953.

FIRST SECURITY BANK OF UTAH  
 NATIONAL ASSOCIATION  
 By *Monroe V*  
 (Title) F. W. Canfield, Vice President

STATE OF UTAH  
COUNTY OF UTAH

On the 23rd day of December, A. D. 1953, personally appeared before me, F. W. Canfield, Vice President of FIRST SECURITY BANK OF UTAH, National Association a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said F. W. Canfield acknowledged to me that said corporation executed the same.

My Commission Expires:  
 9-30-56



*Dorothy M. Bentley*  
 Notary Public  
 Residing at Provo, Utah

14171

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 DEC 24 - 11 59 AM '53  
 ABSTRACTED  
 PROOF READ  
 INDEXED  
 SECURITY TITLE & ABSTRACT CO.

*First Security Bank of Utah*  
*Dec 23, 1953*  
*Helma Vest*  
*Janet Berryessa*  
*Max Berryessa*

Lot 19, Block B, Corner Belmont & 2nd Sts -