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DECLARATION OF RESTRICTIONS AND LIMITATIONS ON MOUNTAIN VISTA SUBDIVISION, PLAT C

WHEREAS, the undersigned are the owners of the following described property located in Springville, Utah County, State of Utah, to-wit:

Commencing North 133.09 feet and West 160.32 feet from the South Quarter Corner of Section 28, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence on the following traverse: West 110.00 feet; North 75.47 feet; North 58° 39' East 687.38 feet; South 0° 27' West 468.08 feet; West 248.32 feet; North 25.00 feet; West 75.00 feet; South 25.00 feet; West 150.00 feet and North 35.00 feet to beginning.

AND, WHEREAS, said property has been platted into blocks, lots, streets and alleys under a plat designated as "Plat C, Mountain Vista Subdivision, Springville, Utah". Said plat having been approved by the City Planning Commission and City Council, Springville, and duly filed in the office of the County Recorder of Utah County, Utah, and

WHEREAS, it was at the time of the filing of said plat the intention of the undersigned owners of said Plat C, Mountain Vista Subdivision, in Springville, Utah, that certain protective and restrictive limitations pertaining to the use of the respective lots or parcels of land by the purchasers thereof, should be established, fixed and attached and become appurtenant to each of the said lots or parcels of land located in said subdivision, and more particularly hereinabove described, and

WHEREAS, it was not practical to set forth such protective and restrictive limitations in the dedication made by the owners in the plat approved by the City Council and Mayor of Springville, Utah, and filed in the office of the County Recorder of Utah County, Utah.

NOW THEREFORE: It is hereby determined, fixed, and declared that the following protective and restrictive limitations are binding on, appurtenant to, and run with each and every lot or parcel of land in said subdivision hereinabove described, and said restrictions and limitations shall be binding on all parties and all persons claiming under, and as grantees of the undersigned, to-wit:

(A) No structure shall be erected, placed or permitted to remain on any of the above described lots or parcels of land other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

(B) No building shall be erected, placed or altered upon any of the above described lots or parcels of land until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity showing harmony of external design with existing structures in the subdivision by a committee composed of Arthur Calvin Finley, Arthur W. Finley and Melva Jane Finley, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design or location within twenty (20) days after said plans and specifications have been submitted to it, such approval will not be required, and this provision will be deemed to have been fully complied with. Said committee nor either of its members, nor its designated representative shall be entitled to any compensation for services performed hereunder.

(C) No noxious or offensive trade or activity shall be carried on upon any lot or parcel of land hereinabove described, nor shall anything be done hereon which may be, or become an annoyance or nuisance to the neighborhood.

(D) No trailer, basement, tent, shack or out building erected or placed on said lots or parcel of land hereinabove described shall be used at any time as a residence temporarily or permanently, nor shall any structure of a residence.

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(E) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(F) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(G) No dwelling costing less than Ten Thousand and no/100 Dollars (\$10,000.00) shall be permitted to be erected on any part of said property. The ground floor area of the main structure exclusive of porches, garage, etc. shall be not less than 1000 square feet.

(H) These covenants are to run with the land and shall be binding and on all parties and all persons claiming under them for a period of 25 years from date of recording of this instrument, at which time said covenants shall be automatically extended for successive period of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(I) The deed of conveyance covering any of the lots or parcels of land hereinafter described shall contain a clause referring to this instrument, and making the provisions of this instrument a part of the conveyance by reference.

(J) An easement is reserved over each lot for utilities installation and maintenance, as designated on the official plat. The owners covenant that no trees shall be planted and no buildings of any kind shall be erected on the area of the Utility Easement.

(K) No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. All buildings shall be located on the building plot so as to conform with the current requirements of the Springville City Ordinances as to minimum side yards.

(L) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 65 feet at the front building set-back line.

(M) Fences are not to extend beyond the front or side street set back lines.

If the grantee or grantees, or their agents, their heirs or assigns shall violate or attempt to violate any of the restrictions or limitations herein contained, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the provisions of this instrument, and either prevent him or them so doing or to recover damages for such violation.

Invalidation of any one of the provisions of this instrument by any judgment or court order shall in no wise affect any of the other provisions, and such provisions shall remain in full force and effect.

The provisions of this instrument or declaration shall be just as effective and binding upon the purchasers of any of the lots or parcels of land hereinabove described as if the provision hereof were a part of the plat of the aforesaid subdivision submitted and approved by the City Council of Springville, Utah.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Springville, Utah County, State of Utah, this 2nd day of November, A.D., 1959.

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Arthur Calvin Finley  
Arthur Calvin Finley

Melva Jane Finley  
Melva Jane Finley

Arthur W. Finley  
Arthur W. Finley

Philda R. Finley  
Philda R. Finley

STATE OF UTAH )  
                                  : ss.  
COUNTY OF UTAH )

On the 2nd day of November, A.D. 1959, personally appeared before me a Notary Public in and for the State of Utah, Arthur Calvin Finley and Melva Jane Finley, his wife, and Arthur W. Finley and Philda R. Finley, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Glenn S. Rapp  
Notary Public

Residing at: Provo, Utah

Com. Ex. May 12, 1962

UTAH TITLE COMPANY

BOOK  
ABS  
P.R.  
IND  
FEE  
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DEC 2 4 30 PM '59

Thelma Vest Smurthwaite  
THELMA VEST SMURTHWAITE  
UTAH COUNTY RECORDER

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