

Recorded at request of Submittal Development Fee Paid \$ 6.40 6.40
 Date MAY 25 1964 of EMILY T. ELDREDGE Recorder Davis County
 By David K. Richards Deputy Book 297 Page 157
OAK VISTA PARK NO. 1 Oak Vista Park #1
lots 1 to 49 incl.

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267785

BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owner of the following described real property situate in Davis County, State of Utah, to wit:

All of lots 1 to 49, inclusive, OAK VISTA PARK #1, a Subdivision of Davis County, Utah, according to the official plat thereof on file and of record at the office of the Davis County Recorder,

herby declare that all and each of said lots above described is and shall be subject to the reservations, covenants and restrictions hereinafter set forth.

We further hereby declare that we are the owners of the afore-described real property, except those areas designated for public road purposes. The following reservations, restrictions and covenants shall, insofar as it is within our prerogative to designate, take the place of and supercede all previously recorded restrictions, except those imposed by public authority.

I

Each and every numbered lot shall be known as a "residential lot". No structure shall be erected, altered, placed or permitted to remain on any 'residential lot' other than one detached single family dwelling, a private garage for not more than three automobiles and outbuildings for pets as hereinafter described.

No residential structure, nor any part thereof, shall be erected, altered, placed or permitted to remain on any parcel of land containing less than an entire residential lot, unless said parcel shall have a width of at least seventy feet at the "frontbuilding setback line", as hereinafter defined.

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot 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 development, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of David K. Richards, Woodley B. Shipp, or by a representative designated by the members of said committee. In the event of death or resignation of any member 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 30 days after said 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 have been commenced prior to the completion thereof, 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. This committee shall have the right to vary the requirements as set forth in Section II, but said variance shall not be valid unless obtained in writing.

II

Every detached single family dwelling erected on any one of the above described residential sites shall have a minimum ground floor area of 1200 square feet, exclusive of garages and open porches for a one level structure, and 1000 square feet for a two story structure.

III

The front lot line is defined and designated as all of the street frontage of every lot, provided, however, that the owners of Lot 4 may elect which lot line as between those fronting on Pheasant Way and Pheasant Circle shall be deemed the front lot line; the owners of lots 6 and 46 may elect which

- Plotted
- Abstracted
- On Mortgage
- Indexed
- Compared
- Entered

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lot line as between those fronting on Edgehill Drive and Pheasant Way shall be deemed as the front lot line; the owners of lots 12 & 13 may elect which lot line as between those fronting on Edgehill Drive and 2600 South shall be deemed the front lot line; the owners of lots 29 & 40 may elect which lot line as between those fronting on Edgehill Drive and Meadowlark Lane shall be deemed the front lot line; and the owners of lots 16 & 21 may elect which lot line as between those fronting on 450 East and shall be deemed the front lot line.

The minimum setback for all buildings shall be 30 feet from the street line except in those cases where Bountiful City has granted or may grant a variance therefrom. One street frontage only of lots 4, 6, 46, 12, 13, 16, 21, 29, 40 shall be exempt from this setback provision, except that in no case shall any building on said lots be setback less than 25 feet from the side street, hereinafter defined.

The minimum side yards for any dwelling shall be eight (8) feet and the total width of the two sides for any lot shall not be less than eighteen (18) feet provided, however, that no building on lots 4, 6, 46, 12, 13, 16, 21, 29, 40 shall be located nearer than 25 feet to the side street, which is defined as that street upon which the front lot line does not abut.

The minimum rear yard for any main building shall be 30 feet except that the minimum rear and side yards for any accessory buildings shall be one (1) foot.

No outbuilding shall be erected, altered, placed or permitted to remain nearer than eight (8) feet to either side line of a lot unless no portion of said building extends nearer to the street line than sixty-five (65) feet.

No driveway shall by-pass a residential structure on a side having a side yard of less than ten (10) feet between the principal residential structure and the property line of the adjacent owner.

IV

No residential structure shall be erected or placed on any building site, which has an area of less than 8000 square feet.

V

No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

VI

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

VII

Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches, and maintenance. No main residential structure shall be constructed on top of any portion of any easement shown on such official plat, nor on top of any easement reserved by conveyance or otherwise and not shown on such official plat. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc., over such easements, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along such easements.

VIII

No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

IX

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless approval as hereinafter set forth.

No fence, walls, or hedge over six (6) feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this section may be waived or nullified by the owners of more than fifty per cent (50%) of the numbered lots within this subdivision obtained in writing.

X

No structure shall be moved onto any residential building site hereinbefore described or any part thereof unless it meets with the approval of one hundred per cent (100%) of the fee title holders of other lots in this subdivision, such approval to be given in writing.

XI

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 lease, or signs used by a builder to advertise the property during construction and sales period.

XII

Oil drilling, oil development operations; refining; mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts permitted upon or in any of the building sites covered by these Covenants.

XIII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

XIV

These covenants are to run with the land and 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 10 years unless by vote of a majority of the then owners of the building sites covered by these Covenants it is agreed to change said covenants in whole or part.

If the parties hereto, 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 property situated in said tract, 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 or other dues for such violation.

XV

Invalidation of any one of these Covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the officers of the OAK VISTA DEVELOPMENT CORPORATION HAVE here unto subscribed their names this 22 day of MAY, 1964

OAK VISTA DEVELOPMENT CORPORATION

By: David K. Richards
President

By: Woodley B. Shipp
Secretary

STATE OF UTAH)
)ss
COUNTY OF Salt Lake)

ASHDOWN ACRES INC.

By: David K. Richards
President

By: Woodley B. Shipp
Secretary

I, Carolyn B. Strong, a Notary Public, hereby certify that on the 22 day of May, 1964 personally appeared before me, DAVID K. RICHARDS and WOODLEY B. SHIPP, who being first duly sworn, did depose and say that DAVID K. RICHARDS is the President and WOODLEY B. SHIPP the secretary of OAK VISTA DEVELOPMENT CORPORATION, and ASHDOWN ACRES INC. and that the foregoing document was signed pursuant to resolutions of their Boards of Directors at which a quorum was present.

IN WITNESS WHEREOF I have hereto set my hand and seal this 22 day of May, 1964.



Carolyn B. Strong
Notary Public

Residing in Salt Lake City, Utah

IN WITNESS WHEREOF, We have subscribed our names this 25th
day of May 1964.

Dee R. Packard
Dee R. Packard

Ivalue L. Packard
Ivalue L. Packard

STATE OF UTAH)
)ss
County of Salt Lake)

I R. H. Shumway a Notary Public, hereby certify that
on the 25th day of May, 1964 personally appeared before
me DEE R. PACKARD and IVALUE L. PACKARD who being first duly sworn, did
depose and say that they executed the foregoing Building Restrictions.

IN WITNESS WHEREOF I have hereunto set my hand and seal this
25th day of May 1964.

My Commission Expires
4/18/66

R. H. Shumway
Notary Public
Residing in Bountiful, Utah

