

158

inal Resolution passed by the Board of Provo City Commissioners  
at its regular meeting held April 29, 1947, approving plat desig-  
nated as "Plat "A" Pleasant View Subdivision, Provo, Utah",

as the same appears on file and of record in my office.

WITNESS my hand and the seal of Provo City, this 7th  
day of May, A. D. 1947.

*J. J. Beach*  
Clerk

By \_\_\_\_\_

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Entry Made in Record of  
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DECLARATION OF RESTRICTIONS AND LIMITATIONS ON  
PLAT "A" PLEASANT VIEW SUBDIVISION, PROVO CITY, UTAH

WHEREAS, Provo Investment Company, a corporation, sometimes hereinafter referred to as "Company", is the owner of the following described property located in Provo City, Utah County, State of Utah, to-wit:

Beginning at a point 1705.82 feet South and 53.79 feet South 56° 37½' West of the Northwest corner of Section 32, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence South 56° 37½' West 1465.44 feet; thence South 56° 20' West 198.0 feet; thence West 105.60 feet; thence South 433.3 feet; thence North 56° 37½' East 312.59 feet; thence South 0° 45' East 95.7 feet; thence North 56° 37½' East 49.5 feet; thence South 0° 45' East 332.8 feet; thence North 56° 37½' East 723.46 feet; thence North 33° 22½' West 20.0 feet; thence North 56° 37½' East 1142.59 feet; thence North 36° 30½' West 134.45 feet; thence North 31° 55½' West 84.56 feet; thence North 48° 07½' West 87.40 feet; thence North 25° 21' West 191.33 feet; thence North 35° 44' 30" West 152.89 feet to the place of beginning.

AND, WHEREAS, said property has been platted into blocks, lots, streets and alleys under a plat designated as "Plat "A", Pleasant View Subdivision, Provo, Utah". Said plat having been approved by the Board of Commissioners of Provo City, 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 owner of said Plat "A", Pleasant View Subdivision, Provo, 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 herein- after described, and

15/ - 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 Board of Commissioners of Provo City, Utah, and filed in the office of the County Recorder of Utah County, Utah.

NOW, THEREFORE, the Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, 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 lots it is agreed to change said covenants in whole or in part.

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 property situated in said development or 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 or other dues 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.

The blocks and lots of which said Subdivision is comprised and to which said restrictions and limitations shall apply are described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block No. 1; Lots 1, 2, 3, and 4, Block No. 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block No. 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Block No. 4; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block No. 5; and Lots 1, 2, 3, 4, 5, 6, and 7, Block No. 6, all in Plat "A", Pleasant View Subdivision, Provo, Utah.

DEFINITIONS: The word "lot" as hereinafter used refers to one or more of the numbered and dimensioned lots as shown upon the recorded map of Plat "A", Pleasant View Subdivision. The words "Building plot" as hereinafter used refers to any parcel under a single ownership intended as a site and grounds for a dwelling house, and appurtenant outbuildings, whether composed of one or more "lots" or combination of "lots" or portions thereof.

A. All 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 plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than 2 cars and other outbuildings incidental to residential use of the plot.

B. No building shall be erected, placed, or altered on any building plot in this subdivision 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Ray Tanner, J. Edwin Stein and Ralph Naylor, or by a representative designated by a majority of 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 has 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. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1957. 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.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, 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. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 6 feet to any side lot line.

152

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 square feet or a width of less than 70 feet at the front building setback line, except that a residence may be erected or placed on any lot as platted and recorded.

E. 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.

F. 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.

G. No dwelling costing less than \$6,000.00 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 1,000 square feet in the case of a one-story structure nor less than 750 square feet in the case of a one and one-half or two story structure.

H. An easement for utility installation and maintenance is reserved as shown and designated on the official plat of said Plat "A", Pleasant View Subdivision.

I. No person of any race other than the Caucasian race shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race, domiciled with an owner or tenant.

J. No fowl, animals or other creatures other than usual and common household pets in reasonable number shall be kept on any lot nor plot nor within any building in said tracts.

K. No signs, billboards or advertising structures may be erected or displayed on any of the lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size advertising a specific unit for sale or house for rent, may be displayed on the premises affected. Also, during the period of development the Company shall be given the right to erect a sign or signs larger than herein specified on any or all lots.

L. No trash, ashes or any other refuse may be dumped or thrown on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service; an incinerator must be provided.

M. No fence, wall, hedge or mass planting over three feet in height shall be permitted to extend nearer to any street than the minimum building setback line.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Provo, Utah County, State of Utah, this 28th day of April, A. D., 1947.



PROVO INVESTMENT COMPANY, a corporation

By Ray S. Tanner President  
J. Edwin Stein Secretary

State of Utah )  
                  : s.s.  
County of Utah )

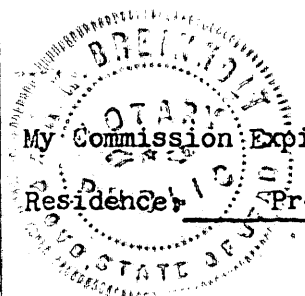
On the 28th day of April A. D., 1947, personally appeared before me Ray S. Tanner, who being by me duly sworn did say that he is President of Provo Investment Company, a corporation, and J. Edwin Stein, who being by me duly sworn did say that he is the Secretary of said corporation, and the said Ray S. Tanner and J. Edwin Stein did swear that the within instrument was signed in behalf of said corporation

153

by authority of a resolution of its Board of Directors and they acknowledged to me that said corporation executed the same.

*W. Breinholt*

Notary Public



My Commission Expires: 8/17/1949

Residence: Provo, Utah

Recorded by \_\_\_\_\_  
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1947 MAY 7 PM 4:39

Entry Recorded & Returned of Security Title & Abstract Co. Book \_\_\_\_\_ Of \_\_\_\_\_ Pages \_\_\_\_\_ WILLIAMED E. BEAM RECORDER UTAH CO. DEPT. OF PUBLIC SAFETY

*Sec. 22-8-2E*

5421

STATE OF UTAH )  
                          ) SS  
COUNTY OF UTAH )

Gust H. Lindstrom being first duly sworn deposes and says: That he is a resident of Benjamin, Utah County, State of Utah, of legal age; that he was well acquainted with C. A. Larson, the grantee in that certain warranty deed dated June 3, 1896, recorded July 25, 1896 in Book 34, page 369, Utah County Records, and knows that he one and the same person as Carl A. Larson, the grantor in that certain warranty deed dated July 14, 1902, recorded October 13, 1902, in Book 61, page 114, Utah County Records.

Affiant further says that he was well acquainted with Sally Ann Mecham Carter, the grantee in that certain warranty deed dated May 1, 1882, recorded March 30, 1895, in Book 26, page 382, Utah County Records, and knows that she is one and the same person as Sally Ann M. Carter, the grantor in that certain warranty deed dated June 3, 1896, recorded July 25, 1896, in Book 34, Page 369, Utah County Records.

*Gust H. Lindstrom*

Subscribed and sworn to before me this 15 day of February, A. D., 1946

Walter H. Stewart  
Notary Public  
Residing at Spanish Fork, Utah



My Commission expires April 28, 1949

Recorded by \_\_\_\_\_  
Copied by \_\_\_\_\_  
Indexed by \_\_\_\_\_  
Fee 20 Mail to \_\_\_\_\_  
*Carl H. Brink*  
*Sp. Fork*

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