

FAIRVIEW Heights Lots 1 thru 42  
248174

158

ENTRY NO. \_\_\_\_\_  
RECORDED 10/16/79 AT 1:30 M. BOOK 210 PAGE 158-163  
REQUEST OF Ronald Bangerter  
FEE PAID - JANET J. LUND, SANPETE COUNTY RECORDER  
\$ 9.00 BY [Signature] DEPUTY GRANTEES [Signature]

PROTECTIVE COVENANTS FOR  
FAIR VIEW HEIGHTS  
SANPETE COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS: That Hoffbuhr Redi-Mix, Inc., a Idaho corporation, is the owner of the following described property located in Sanpete County, State of Utah, to-wit:

LOTS ONE THROUGH FORTY-TWO, FAIR VIEW HEIGHTS SURVEY

NOW, THEREFORE, said owner hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in futherance of a plan for the subdivision, improvement, and sale of the lands, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the Grantees therein, and their heirs, executors, administrators, successors, and assigns, shall constitute their covenant and agreement with the undersigned and with each other to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USE AND BUILDINGS: The lots covered hereby are designed for permanent occupancy. Permitted buildings shall include homes designed for occupancy by one family, attached or detached garages or carports, storage or utility buildings or similar structures. Residential structures shall have a minimum area of 1100 square feet of floor space excluding basements.

2. ARCHITECTURAL AND QUALITY CONTROL: No building shall be erected, placed or altered on any lot without the approval by the Quality Control Committee; and no fence, wall, swimming pool or other construction shall be erected, placed or altered on any lot, without approval of the Quality Control Committee and compliance with the provisions of Section 6, Article II of these Covenants.

3. ROADS AND EASEMENTS: All private roads and streets and private right-of-way easements as shown on said recorded plat are not dedicated to the public, but are reserved for the benefit and use of all the property and the owners of all lots in said subdivision and shall be perpetually maintained by them. None of the roads or streets (or rights-of-way and easements), as shown on said recorded plat shall receive any repairs, maintenance or snow removal services from Sanpete County.

4. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area.

5. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, basement house, shack, garage, barn, or other outbuilding shall be used at any time as a residence either temporarily or semi-permanently, nor shall said structures be permitted on said property or lot at any time nor shall old or second-hand structures be moved on to any of said lots without approval of the Quality Control Committee, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be constructed of good quality workmanship and materials.

6. SIGNS: No billboard of any type shall be erected, posted, painted or displayed upon or about any of said property. Only one "for Sale" sign, no larger than 2' x 3', may be displayed upon or about said property unless and until the form and design of said sign has been submitted to and approved by the Quality Control Committee.

7. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in sanitary containers only, and must be removed from the lot and property and disposed of by the owner of any such lot. No incinerators shall be maintained on any lot, and there shall be no burning of rubbish, trash, papers, junk, or debris.

8. WATER SUPPLY: No individual water supply system shall be used or permitted on any lot or group of lots except such system be located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Health Department and appropriate County agencies, and approval of such system obtained from such governmental authorities.

9. SEWAGE AND WASTE WATER: No individual sewage system, or waste water system, shall be used or permitted on any lot or group of lots except such system be located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Health Department and appropriate County agencies, and approval of such system obtained from such governmental authorities.

10. NATURAL GROWTH AND FEATURES: No trees, bushes, shrubs, flowers or other natural growth shall be removed or destroyed, nor shall there be any excavations, or removal or disturbance of soil or rock, except where necessary for construction in accordance with these protective covenants, reservations, restrictions and conditions and after approval obtained from the Quality Control Committee.

10 feet from the side lot lines. (Lots fronting wholly on cul-de-sacs are exempt from the 20 foot consideration.)

12. PARKING: All parking of vehicles must be done on individual lots so that the roadways shall remain free for passage of other vehicles. This shall not be construed to include emergency parking but rather discourage any abuse.

13. EASEMENTS: All lots within this subdivision are subject to 10 foot wide easements along and adjacent to all road right-of-way lines for utility installation, operation and maintenance and drainage ditch and backslope grading; to 10 foot wide easements lying 5 feet on each side of all side and rear lot lines, other than subdivision boundary lines, for utility installation, operation and maintenance and drainage purposes and to 10 foot wide easements along and adjacent to all subdivision boundary lines for utility installation, operation and maintenance and drainage purposes. These easements are in addition to those defined elsewhere.

14. AGRICULTURAL LOT RESTRICTIONS: Property lying westerly of the residential-agricultural segregation line as shown on the plat of "FAIR VIEW HEIGHTS" is intended for agricultural uses only (i.e. gardens, pastures, hay fields, etc.). To protect that intent the following restrictions are imposed.

(a) No structures intended for human habitation may be built westerly of said segregation line. Campers and camp trailers belonging to the owners of the agricultural tracts may be parked on the tracts but not occupied.

(b) Property lying westerly of the segregation line can not be used for commercial uses except that crops may be grown for sale. Commercial agricultural uses such as animal feed lots, grain or hay storage, dairy operations and etc. are prohibited. Crops grown for sale may be stored pending sale. Small quantities of hay and feed to be fed to animals being pastured on the property may be stored there.

(c) Property lying westerly of the segregation line may not knowingly be resold for commercial or residential uses.

(d) Should the purchaser of a portion of Tract "A" or "B" or the purchaser of Lots 12 and 22 thru 29 wish to sell all or a portion of his "agricultural" property, said sale is subject to the following restrictions:

1. No parcel smaller than 1/2 acre may be sold nor can a sale result in a remainder of less than 1/2 acre.

2. Said parcel must be offered to the owners of lots within the subdivision at a price that is realistic for agricultural land.

3. The seller must attempt to comply with Item 3 above, and must have the consent of a majority of the owners of "agricultural" property to sell to a party not owning a lot within the subdivision.

be continued for a period of twenty years, and thereafter for successive periods of twenty years each without limitation, unless a written agreement executed by the record owners of more than three-fourths (3/4's) of the lots be placed on record in the office of the County Recorder of Sanpete County, by the terms of which agreement any of said covenants, reservations, restrictions and conditions are changed, modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided.

In the event that any such written agreement of change or modification be duly executed and recorded, the original covenants, reservations, restrictions and conditions, as therein modified, shall continue in force for successive periods of twenty years each, unless and until further changed, modified or extinguished in the manner hereinabove provided.

Any extinguishment or modification of the covenants herein contained shall not be binding upon the County of Sanpete if such extinguishment or modification could in any way increase the responsibility of the said County to provide any services or take any action contrary to the determination of its duly elected and constituted officials. Be it further noted that no amendment or modification shall be binding or effective if it is contrary to the zoning or long range planning of the said County.

2. ENFORCEMENT: Each and all of said covenants, reservations, restrictions and conditions are for the benefit of each owner of lots in said subdivision, and they and each thereof shall inure to and pass with each and every lot or parcel of said subdivision and property and shall apply to and bind the respective successors in interest of Fair View Heights. Each Grantee of a lot or portion of said property, by acceptance of a deed or other conveyance, accepts the same subject to all of such covenants, reservations, restrictions and conditions. As to each lot or parcel owner, the said covenants, reservations, restrictions and conditions shall be covenants running with the land and the breach of any thereof, and the continuance of such breach may be enjoined, abated or remedied by appropriate proceedings by any owner of other lots or parcels in said property or by Sanpete County, but no such breach shall affect or impair the lien if any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property or lot therein, shall be bound by the said covenants, reservations, restrictions and conditions, whether said lot or parcel is obtained by foreclosure or at a trustee's sale or otherwise.

(a) BY OWNER: Each owner as above stated, may enjoin, abate, or seek enforcement or remedy by court action.

(b) BY GRANTOR OR COUNTY: As herein stated, each violation is deemed to be a nuisance and may be abated by the Grantor or County as well as each owner. Nothing herein contained shall be construed as imposing on the County the

omission, whereby any covenant, reservation, restriction or condition in this declaration set forth, is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by Grantor, its successors in interest and/or by any lot or parcel owner or by Sanpete County; and such remedy shall be deemed cumulative and not exclusive.

4. CONSTRUCTION AND VALIDITY: All of said covenants, reservations, restrictions and conditions contained in this declaration shall be construed together, but if it shall at any time be held by a court of competent jurisdiction that any one of said covenants, reservations, restrictions or conditions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other covenant, reservation, restriction or condition, or any part thereof, shall be thereby affected or impaired; and Grantor and all subsequent Grantees, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause, or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

5. WAIVER: The provisions contained in this declaration shall bind and inure to the benefit of and be enforceable by "FAIR VIEW HEIGHTS", by the owner or owners of any portion of said property, lot or parcel, their and each of their legal representatives, heirs, successors, and assigns, or by Sanpete County, and failure by any of such to enforce any of said covenants, reservations, restrictions or conditions shall in no event be deemed a waiver of the right to do so thereafter.

6. QUALITY CONTROL COMMITTEE: The Quality Control Committee which is vested with the powers described herein shall consist of five persons, whom shall be appointed initially by Grantor and thereafter elected by a majority vote of the owners of lots or parcels in the subdivision property.

All action by the committee shall be by majority vote of a quorum present, a quorum consisting of at least three members of the committee. The committee shall by majority vote, select a chairman from the committee from time to time, which chairman shall call the meeting of the committee and preside at all meetings, and sign all notices or approvals required of the committee.

Prior to the commencement of any excavations, construction or remodeling or adding to any structure, there shall first be filed with the Quality Control Commission, two complete sets of building plans and specifications therefore, together with a block or plot plan indicating the exact part of the building site the improvements will cover, and the said work shall not commence unless the Quality Control Committee shall endorse said plans as being in compliance with these

in forty-five days (45 days) after their submission to the committee, then said approval shall not be required.

7. ASSIGNMENT OF POWERS: Any and all rights and powers of Hoffbuhr Redi-Mix, Inc. herein contained may be delegated, transferred or assigned. Wherever the term "grantor" is used herein, it refers to Hoffbuhr Redi-Mix, Inc. and includes assigns or successors in interest.

IN WITNESS WHEREOF, Hoffbuhr Redi-Mix, Inc. has executed this declaration the 20 day of Sept 1979.

HOFFBUHR REDI-MIX, INC.

By: Willard M. Tucker Pres

STATE OF UTAH )

: ss.

COUNTY OF SANPETE )

On the 15 day of OCTOBER, 1979, personally appeared before me WILLARD M. TUCKER and \_\_\_\_\_, who being severally sworn, upon oath, each for himself and not for the other, deposes and says:

That the said WILLARD M. TUCKER is the duly elected, qualified, and acting PRES of Hoffbuhr Redi-Mix, Inc., an Idaho corporation with principal place of business at Fairview, Sanpete County, State of Utah, and that WILLARD M. TUCKER is the duly appointed, qualified and acting OFFICER of said corporation; that said persons signed the above and foregoing PROTECTIVE COVENANTS FOR FAIR VIEW HEIGHTS, SANPETE COUNTY, STATE OF UTAH, pursuant to a resolution of the Board of Directors of said corporation specifically authorizing said act as to each and both of them, and that Hoffbuhr Redi-Mix, Inc., executed the same document.