

Entry No. 131636
Indexed ✓ ✓
Abstracted ✓
Rec. Fee 4.00

BOOK 149 OF RECORDS } SS 82
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S. V. Litizette
APR 22 10 11 AM '84
AND O'LEARY
COUNTY RECORDER

DECLARATION OF RESTRICTIVE COVENANTS OF
CASTLE GATE ADDITION TO HELPER, A UTAH MUNICIPAL CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That McCulloch Oil Corporation, the owner of the Castle Gate Addition to Helper, A Utah municipal corporation, hereby declares that all of the lots contained in said Castle Gate Addition, hereinafter called "Addition" are subject to the following restrictive covenants and restrictions which shall run with the title of the lots contained in said addition and with each and every part and parcel thereof, which said restrictive covenants and restrictions shall henceforth be referred to by reference when the same is recorded in any deed which shall be executed by said corporation:

1. No cattle, horses, sheep, hogs, rabbits, poultry or other animals shall be kept or maintained within said addition, except dogs and cats as household pets, provided they are not kept, bred or maintained for any commercial purpose. Such pets shall be kept confined to the limits of owner's property.

2. The exterior portion of all buildings shall be painted or siding installed within nine months from the date of occupancy of all residences relocated on said addition.

3. No motorized vehicles shall be permitted on any easements or paths located on said addition.

4. All lots located in said addition must conform to the R-3 Residential Zone Ordinance for Helper, a municipal corporation, save and except as follows: No travel trailers or mobile homes as defined by Section 3-6-20 of said zoning ordinance shall be placed on any lot or parcel of land in said addition for the use of human habitation.

5. Failure to enforce any of these restrictions, rights, reservations, limitations, covenants and conditions contained herein shall not, in any way, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. Upon the breach or threatened breach of any of said covenants or restrictions, any one owning or having an interest in any of the lots may bring an appropriate action in the proper court to enjoin or restrain said violation, or to compel compliance with the said covenants or restrictions herein contained, and to collect damages or other dues on account thereof including a reasonable attorney fee, which the party in violation hereby agrees to pay.

6. The aforesaid provisions, restrictions and covenants, and each and all thereof, shall run with the land and every part thereof, and shall be binding on all parties and all persons claiming by, through or under them until January 1, 2020.

7. Invalidation of any one of the restrictions and covenants shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

DATED this 16th day of August, 1974.

McCULLOCH OIL CORPORATION

ATTEST:

Don G. Kircher
 Title: Secretary

By M. M. Witte
 Title: Executive Vice President

STATE OF CALIFORNIA)
 : ss.
 COUNTY OF LOS ANGELES)

On this 16 day of August, 1974, before me, a Notary Public in and for said State, personally appeared M. M. Witte and D. G. Kircher, who being by me duly sworn did say,

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each for himself, that he, the said M. M. Witte, is the Executive Vice President of said McCulloch Oil Corporation, and that he, the said A. G. Kuehn is the Secretary of said McCulloch Oil Corporation, a corporation, 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 M. M. Witte and A. G. Kuehn each duly acknowledged to me that said corporation executed the same.

Ruth S. Hutchins
 NOTARY PUBLIC

My Commission Expires:

Residing at: _____

