

PROTECTIVE COVENANTS

MISC 17 / 437

HILLCREST HOMES  
SUBDIVISION

Grant S. Nielsen A.W. Lloyd  
and Valdo D. Benson as owners.

Book Page  
Entry No. Recorded  
Dated

TO WHOM IT MAY CONCERN:

The owners have caused to be surveyed, the following legally described property:

Beginning at a point located West thirteen hundred forty-five feet (1345.0') and North zero degrees and thirty-eight minutes West (N 0 - 38'W) Ninety-eight and eight tenths feet (98.8') from the Southeast corner of Section 26, Township 12 North, Range 1 East, Salt Lake Base and Meridian, thence North eighty-eight degrees and Twenty-Seven minutes West (N 88 - 27' W) six hundred forty-eight and six tenths feet (648.6'), thence North zero degrees and thirty-three minutes West (N 0 - 33' W) eleven hundred eighty and four tenths feet (1180.4') thence North eighty nine degrees and fifty-five minutes East (N 89 - 55' E)

six hundred forty-six and three tenths feet (646.3') thence South zero degrees and thirty-eight minutes East (S 0 - 38'E) eleven hundred ninety-eight and seven tenths feet (1198.7') more or less to point of beginning,

and have caused the same to be subdivided into lots and streets and are desirous of creating restrictions and covenants affecting said property.

Now therefor, in consideration of the premises, said owners, Grant S. Nielsen, A.W. Lloyd and Valdo D. Benson do hereby declare the said property subject to the following restrictions and covenants:

- A. All lots in the tract shall be known and described as residential lots, except Lot No. 65 which shall be designated as a commercial area for retail business. 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 two (2) cars.
- 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 a subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Valdo D. Benson, N.D. Salisbury and Grant S. Nielsen, 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 representative, fails to approve or disapprove such design and location within thirty (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, 1952. 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 than twenty-five feet (25') to the front lot line or nearer than twenty-five feet (25') to any side street line. No building except a detached garage or other out building located sixty feet (60') or more from the front lot line, shall be located nearer than eight feet (8') to any side lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5000) square feet.
- 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 \$5000.00 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 not be less than eight hundred (800) square feet in the case of a one-story structure, nor less than six hundred fifty (650) square feet in the case of a one and one-half or two story structure.
- H. An easement is reserved over the rear five (5) feet of such lot for utility installation and maintenance.
- I. Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the State Board of Health shall be installed to serve such dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has been first passed through an absorption filed approved by the health authority.

These covenants are to run with the land and shall be binding on the present owner, or owners, and all persons claiming under them until January 1, 1972, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by a 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 Covenants 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.

OWNERS:  
( Valdo D Benson  
( Ruth W. Benson  
( Grant Nielsen  
( Jewell C. Nielsen  
( AW Lloyd  
( Barbara C. Lloyd

WITNESS:  
STATE OF UTAH  
COUNTY OF CACHE SS

On this day personally appeared the above signers and Acknowledged this 7 day of March 1947 by Grant Nielsen, A.W. Lloyd and Valdo D. Benson, Ruth W. Benson, Jewel C. Nielsen and Barbara C. Lloyd before M.C. Harris Notary Public, Logan, Cache County, Utah.  
(NOTARIAL SEAL)

MC Harris  
Notary Public  
Residing at Logan Utah

My commission expires Dec 4-1948