

Restrictive Covenants
Hill Haven Homes

BOOK 91 PAGE 287

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\$3.80

STATE OF UTAH } SS
COUNTY OF CACHE }
FILED AND RECORDED FOR
Erwin U Moser
MAY 18 4 51 PM '65

IN BOOK 91 OF RECORD
PAGE 287-288
GRETTA B. SMITH GBS
COUNTY RECORDER
DEPUTY

to

Whom It May Concern

Recites;

The undersigned, being the owners of that parcel of land situated in Richmond, Cache County, Utah, as described in that plat filed in the office of the Cache County Recorder, as filing No. 334311 and described as follows;

Part of the NW $\frac{1}{4}$ of Sec 35, T 14N, R1E of the SL&M, further described as beginning at a point in the West Line of State Street said point being in 50 rods South and 42 rods 3.3 feet West from the NE Cor. of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 35, T 14 N, R1E of the SL&M and running thence S 89° 11' W 165.0 feet, thence S 1° 04'E, 91.9 feet, thence S 88° 58' 20" W 423.3 feet; thence N 41° 27' W 165.7 feet thence N 88° 19' W 154.5 feet; thence S 37° 23' 20" W 138.3 feet; S 1° 51' 30" W 21.9 feet; thence S 89° 38' 10" W 289.6 feet to apint in the East Line of State Highway 91, thence N 0° 28' 30" W 676.3 feet along said East line; thence East 1424 feet to the West line of State Street, thence S 0° 25' E 647.43 feet along said West line; thence S 14° 17' 20 W 12.57 feet to the point of beginning. >

desiring to establish certain restrictive covenants on the above described property, and in consideration of the premises, do hereby declare the following restrictions and covenants, to read as follows, to-wit:

A. All lots in the tract shall be known as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one story in height on fairly level ground and one and one-half stories in heights in side hills, and a private garage for not more than two cars.

B. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, and specifications, and plot plan showing the locations of such building have been approved in writing as to the conformity and harmony of external design with the existing structures in the subdivision, and to location of the building with respect to topography and finished ground elevation, by a committee composed of Roland W. Anderson and/ or by a representative designated by Roland W. Anderson, the designated member or members shall have full authority to approve or disapprove such design and location. In the event such committee, or its 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, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee or its designated representative shall be intitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee and its designated representative shall cease after January 1, 1990. 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 30 feet to the front lot line or nearer, than 25 feet to any side street line. No building, except a detached garage or other out building located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

(continued on following page)

Restrictive Covenants (continued)

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9000 square feet.

E. No activity unreasonably noxious or offensive to a reasonably prudent person shall be carried on upon any lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the neighborhood, nor shall any person keep or maintain, animals upon the property except domestic pets, such as dogs, cats, and animals of a similar nature.

F. No trailer, basement, shack, garage, barn or other out building erected in the tract shall be at any time used as a residence.

G. No dwelling shall be erected with a ground floor area of less than 900 square feet, exclusive of one story open porches and garages.

H. An easement is reserved over the rear or side 10 feet on such lots as shown on the subdivision plan for utility installation and maintenance.

I. A residence must be erected within two years from date of purchase, otherwise it automatically returns to the owner of said tract for the same price as it was purchased. These covenants shall run with the land shall be binding to the present owners or owner, and all persons claiming under them until January 1990, at which time said covenants shall be automatically extended for successive periods of ten 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 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 violations.

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.

Roland W. Anderson
Roland W. Anderson

Alice N. Anderson
Alice N. Anderson

Ned E. Ransom
Ned E. Ransom

Wanda A. Ransom
Wanda A. Ransom

Irene N. Stoddard

Gene F. Hillyard

LaRoy C. Funk
LaRoy C. Funk

Grace W. Funk
Grace W. Funk

Don H. Hart
Notary Public, residing in
Richmond, Cache County, Utah
Commission Expires-- 3/1/68



The above persons appeared before me this day 28 of May 1965 and signed this instrument as interested property owners of said tract of land and do solemnly swear to uphold and be governed by it.