BOOK 112 PAGE 44

347799

COUNTY OF CACHE) SS
FILED AND RECORDED FOR
HICKMAN LAND TITLE CO.
APR 11 2 22 PH 168

IN BOOK 112 OF RECORD PAGE 44-45 GRETTA B. SHITH COUNTY RECORDER DEPUTY 10. Both

RESTRICTIVE COVENANTS

ORCHARD HEIGHTS SUBDIVISION RIVER HEIGHTS CITY, UTAH

The undersigned TODD G. WESTON and wife JOYCE F. WESTON being the sole owners of the land hereinafter described, and having caused a subdivision plan to be made of the following described land, situated in River Heights City, Cache County, State of Utah to-wit:

BEING PART OF THE NORTHWEST QUARTER OF SECTION 2, FOWNSHIP II NORTH, RANGE I EAST OF THE SALT LAKE BASE AND MERIPIAN FURTHER DESCRIBED AS FOLLOWS; BEGINNING AT A POINT 1500.65' FEET SOUTH AND 181.50' FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE SOUTH 346.70' FEET; THENCE NORTH 83°21' EAST 157.73' FEET; THENCE SOUTH 84°50' EAST 119.32' FEET; THENCE NORTH 89°45' EAST 240.40' FEET; THENCE SOUTH 73°33' EAST 408.50' FEET; THENCE NORTH 1°41' EAST, BY MEASUREMENT, NORTH 1°38' EAST (RECORD) 271.30' FEET; THENCE FOLLOWING A 25' FOOT RADIUS CURVE TO THE LEFT 28.48' FEET; THENCE SOUTH 89°42' WEST BY MEASUREMENT; SOUTH 86°00' WEST (RECORD) 152.21' FEET; THENCE NORTH 1°27' EAST 170.06' FEET; THENCE SOUTH 89°52' WEST 200.00' FEET; THENCE NORTH 1°48' EAST BY MEASUREMENT, NORTH 3°15' EAST (RECORD) 143.00' FEET TO THE SOUTH LINE OF RIVER HEIGHTS BOULEVARD, THENCE FOLLOWING SAID LINE SOUTH 87' 18' WEST 64.70' FEET; THENCE SOUTH 72°06' WEST 117.70' FEET; THENCE SOUTH 45°45' WEST 89.40' FEET; THENCE SOUTH 67°01' WEST 65.21' FEET; THENCE SOUTH 89°39' WEST 65.21' FEET; THENCE SOUTH 89°39' WEST 50.00' FEET TO BEGINNING, CONTAINING 734 ACRES

Wherein said land has been divided into lots and streets, said plan Leing duly platted as the Orchard Heights subdivision of River Heights, Utah, said plat to be duly recorded in the Office of the County Recorder, Cache County, Utah, does hereby make the following declarations as to limitations, restrictions and use to which the lots in said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding upon all parties and all persons claiming an interest in said land, and for the benefit of and limitations upon all future owners in said subdivision; This declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectual design and use as herein specified:

1. These restrictions are real, and are to run with the land and shall continue with the land in force until January 1, 2118.

2. All lots in the subdivision shall be known as residential lots except lot number 16; no structures shall be erected, altered, maintained, placed or permitted to remain upon said lots other than residential dwellings together with appurtenant garage. Buildings shall be for one family residential dwellings, with rental unit allowed in other than ground level areas of the structure when allowed by River Heights City Zoning rules and regulations, and a maximum of two families per dwelling unit. Lot 16 is a utility and pump house lot not intended for residential use.

3. All structures will be placed on lots in conformity with the River Heights City Zoning rules and regulations, currently in effect or as it may be ammended hereafter.

(Continued)

800K 112 PAGE 45 4. No noxious or offensive trade or activity shall be carried on upon any anoyance the nor shall anything be done thereon which may be or become an annoyance the nor shall anything be done the nor shall anything be ORCHARD HEIGHTS SUBDIVISION 4. 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. or nuisance to the neighborhood. trailer, basement, tent. time time to structure of a temporary ding shall be used on any lot at any time so we have a structure of the continuity or permanently.

Serse: residence either temporarily or permanently. RESTRICTIVE COVENANTS (Cont.) ** residence either temporarily or permanently. any lot. Zoning to shall be allowed on Heights Zoning to shall be allowed by the River Heights allowed by the River Heights dogs. cats. or other household pets allowed by the River Heights and regulations. or unisance to the neighborhood rules and regulations. the intension that residences will be constructed to purchase. Should the purch of purchase should the period from date of purchase. Should the purch upon them within a three year period from date of purchase. gerage, barn, or other outbuilding shall be used on the outbuilding or permanently, temporarily or permanently, and it has allowed as a residence paragraph or noultry shall he allowed as a residence paragraph or noultry shall he allowed as a residence paragraph. 7. Lots will be sold with the intension that residences will be constructed should the purchase of purchase. 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This option shall be binding. er their heirs, shall have the option to buy back said lot or lots at the option shall be binding and in force upon strictly and purchase price. Signs, and assigns, and assig successors, heirs, and assigns, placed or altered on any building howing showing be erected, placed or altered on and plot plan showing subdivision until the building plans, specifications and plot plan subdivision until the building plans. 8. 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The owners of this subdivision, Todd G. Weston and wife joyce full authority the owners of this subdivision. THE ABOVE the survivor the death of both of the the syent of the death of both of the syent of the s THE EVENT OF DEATH OF ONE OF THE ABOVE the survivor shall have full authority to death of the above to give such approval or disapproval. In the full authority event may be such approval or the above shall have full authority event or disapprove such above then the heirs to like approval or falls to approve or disapprove representitive to give like approval to falls to approve or the designated representitive falls. representitive to give like approval or disapproval. In the event the above such to approve or disapprove have to supprove or the designated representitive said plan and specifications have design and location within 30 days after said plan and specifications. owners or the designated representitive fails to approve or disapprove have been such or the designated representitive fails to approve or disapprove have been such and specification of such design and location within 30 days after said plan and the erection of such design and location or in any event. design and location within 30 days after said plan and specifications of such to enjoin the erection to the submitted to them, or in any event. The been commenced prior to building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or the making of such alterations have been commenced prior to the building or th submitted to them, or in any event, if no suit to enjoin the erection to the land this covenant will not be required and this covenant will not be required and the making of approval will not be required and thereof, such approval will not be required. building or the making of such alterations have been commenced prior to the covenant will not be required and this countries in the approval described in this completion to have been fully complied with. The approval described to have been fully complied with. completion thereof, such approval will not be required and this covenant will not be required and this covenant this said date to the said of the said coverant shall not be required after January 1, 1988 unless prior the then record effective thereon, a written instrument this subdivision and duly record effective thereon, a majority of the lots in this subdivision and record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the record owners of a majority of the lots in the subdivision and the subdivision an and effective thereon, a written instrument shall be executed by the recorded this subdivision and duly recorded the lots in this subdivision be executed.

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The same powers of a majority of the same powers of the same powers of the same powers of the same powers of a majority of the same powers of a majorit 9. Invalidation of any one of these covenants by judgment or court order force in no wise affect any of the other provisions which shall remain in full force and effect. and effect. the parties thereto, or any of them, or their heirs or assigns to any of the covenants herein, situated in the parties thereto, or any of the covenants property situated in shall violate or attempt to violate any or persons owning any real property. shall violate or attempt to violate any of the covenants herein. it shall be real property situated in equal property any proceedings at law or in equal for any other person to prosecute any proceedings at lawful for any other subdivision to prosecute any proceedings. lawful for any other person or persons owning any real property situated in equivalent and either any proceedings at law and either any proceedings and either any such covenant and either said development or subdivision ting to violate any such covenant and either against those violating or attempting to violate any such covenant. said development or subdivision to prosecute any proceedings at law or in equitors and either to prosecute any such covenant and either to violate any such covenant dues for attempting to recover damages or other dues for to prevent him or them from so doing or to recover damages. against those violating or attempting to violate any such covenant and either dues for to recover damages or other dues for to prevent him or them from so doing or to recover damages. State of Utah as 1968

County of Cache)

County of day of before me Todd G. Weston same.

On the personally spheared before me the above instrument the same.

Personally F. Weston, signers of the same.

Personally F. Weston, that they executed the same and duly acknowledged that they such Violation. State of Utah) as NOTARY ssion Expires_ 800X 112 PAG