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COVENANTS RESTRICTING USE OF LAND  
HALLS' EASTERN HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, Theron S. Hall and Dorothy D. Hall, his wife, being the fee owners of the following described real property situate, lying and being in the city of Springville, county of Utah, state of Utah, to-wit:

Commencing in the grantors' West fence line East 654.59 feet from the South-west corner of Section 27, Township 7 South, Range 3 East of the Salt Lake Base and Meridian: thence on the following traverse along the fence lines; North 35°34' West 79.94 feet; thence North 33°54' West 126.0 feet; thence North 36°43' West 367.8 feet; thence North 0°40' West 480.8 feet; thence North 87°27' East 130.2 feet; thence North 1°05' West 348.60 feet; thence North 98°16' East 163.4 feet; thence South 34°53' East 1578.5 feet; thence South 40°26' East 300.0 feet; thence South 11°14' East 381.59 feet; thence West 669.42 feet; thence North 80.0 feet; thence North 89°05' West 115.0 feet; thence North 160.0 feet; thence West 25.0 feet; thence North 52°55' West 150.01 feet; thence North 35°34' West 320.86 feet to the beginning.

said tract being the real property now duly platted as "HALLS' EASTERN HILLS SUBDIVISION", a subdivision of the city of Springville, Utah, as said plat is now recorded in the office of the county recorder of Utah County, State of Utah, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of insuring the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners:

1. All lots in this subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed one and one-half stories in height and appurtenant garage.
2. No part of said subdivision shall be used or occupied injuriously to affect the use, occupation or value of the adjoining or adjacent lots for residence purposes, or the neighborhood wherein said lots are situated.
3. No basement, tent, shack, garage or other outbuilding erected in this subdivision 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.
4. There shall not be erected on any lot any residence which shall have a ground floor space of less than one thousand (1000) square feet, exclusive of any portion thereof used for a garage or for an outside porch.
5. No horse, cow, hog, goat or similar animal shall be kept or maintained on any lot within this subdivision or any portion thereof, nor shall any chicken yard be maintained thereon.

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6. These covenants shall be binding on all parties and persons claiming under them until January 1, 1975, after which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the owners of lots within this subdivision it is agreed to change said covenants either in whole or in part.

7. It shall be lawful, not only for the undersigned owners, their successors and assigns, but also for the owner or owners of any lot within this subdivision who shall hereafter derive title from or through the undersigned, to institute and prosecute any proceedings, at law or in equity, against the person or persons violating or threatening to violate any of these covenants.

8. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Theron S. Hall and Dorothy D. Hall, his wife, the fee owners of the property hereinabove described, have hereunto set their hands this 2nd day of September, 1958.

Signed in the presence of:

[Signature]

Theron S. Hall  
Theron S. Hall

Dorothy D. Hall  
Dorothy D. Hall

STATE OF UTAH )  
                  ) ss.  
COUNTY OF UTAH )

On the 2nd day of September, 1958, before me, a notary public in and for the State of Utah, personally appeared Theron S. Hall and Dorothy D. Hall, the signers of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public



Residing at Springville, Utah  
My commission expires January 18, 1961

[Signature]  
[Signature]  
[Signature]  
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