

ENTRY NO. 259189
RECORDED 8-6-81 AT 9:30 M. BOOK 227 PAGE 934-936
REQUEST OF Nancy Ray
FEE PAID - JANET A. LUND, SANPETE COUNTY RECORDER
\$ 15.00 BY [Signature] -DEPUTY GRANTOR'S [Signature]
GRANTEES [Signature]

South Haven Estates

PROTECTIVE COVENANTS FOR SOUTH HAVEN ESTATES

SANPETE COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PERESENTS:

That GARY N. RAY and NANCY RAY, of Ephraim, Sanpete County, State of Utah, are the owners of the following described property located in Sanpete County, State of Utah, to-wit:

LOTS ONE THROUGH NINETEEN, PLAT "A", SOUTH HAVEN ESTATES
SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT OF RECORD IN
THE SANPETE COUNTY RECORDER'S OFFICE, MANTI, UTAH.

NOW, THEREFORE, said owners hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the Grantees therein, and their heirs, executors, administrators, successors, and assigns shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and small farm purposes. No building shall be erected, altered, placed, or permitted on any lot other than detached dwelling units designed for not more than one family, not to exceed two stories in height, and attached or detached garages, carports, storage or utility buildings, or similar structures. "Family" is defined to mean persons related by blood or marriage, by legal adoption or by operation of law.

2. DWELLING COST, QUALITY AND SIZE: No single family dwelling costing less than \$30,000.00 shall be permitted on any lot, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than Eleven hundred (1100) square feet.

3. BUILDING LOCATION: Subject to existing County ordinances, the following shall be applicable:

(A) No building shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer than twenty (20) feet to any side street line.

(B) No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line.

(C) The provisions of this section may on an individual basis, upon appeal by a lot owner, be modified by the SOUTH HAVEN DEVELOPMENT CONTROL COMMITTEE providing it is determined that there will be no adverse impact on adjoining lots and providing such modification does not offend existing ordinances.

4. **EASEMENTS:** Easements for installation and maintenance of the utilities are reserved along the lot lines as defined on the Subdivision plat, no further than 7 feet from lot lines, and no structure, planting, or other material shall be placed and permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities. The Proposed roadway as shown on South Haven Estates Subdivision Plat will be an actual roadway and easement for roadway is hereby in effect as of August 1, 1981, with a minimum width of 20 feet required.

5. **NUISANCES:** No noxious or offensive activity, including mining or drilling operations, shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The owner of each lot shall be responsible for the maintenance thereof, whether or not a dwelling structure exists thereon, and shall be obliged to prevent the growing of any noxious or offensive weeds or the accumulation of any paper, rubbish, old machinery or equipment, or trash of any kind.

6. **TEMPORARY AND OTHER STRUCTURES:** No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn, or other outbuildings shall be used at any time as a resident, for more than 12 months, while building a permanent residence. No old or second-hand structures shall be moved onto any of said lots without the approval of the SOUTH HAVEN DEVELOPMENT CONTROL COMMITTEE, it being the intent hereof that all dwellings and other buildings to be erected on said lots or within said subdivision, shall be new construction or of comparable quality as to appearance, workmanship, and materials.

7. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot without first receiving approval from the SOUTH HAVEN DEVELOPMENT CONTROL COMMITTEE prior to display. Said approval shall not be unreasonably withheld.

8. **STREET PARKING:** No bus, tractor, trailer, truck, camping vehicle, boat, boat trailer, mobile home, or other vehicle other than standard automobiles and pickup trucks with standard beds, shall be permitted to be parked on any public street within SOUTH HAVEN ESTATES SUBDIVISION. The intent of this provision is not to prevent the temporary parking of a "Prohibited" vehicle belonging to a visitor or guest of the owner of any lot, nor to prevent the emergency parking of a "Prohibited" vehicle belonging to any lot owner, but rather to prevent the parking of such vehicles on a regular basis or as a matter of course.

9. **DWELLING CONSTRUCTION AND ROAD IMPROVEMENTS:** In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

(A) Location of all storage or utility buildings, garbage and refuse containers, clothes drying lines, and utility pipes, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be unduly conspicuous from the frontage street.

(B) It is understood that each lot owner will be responsible for his share of road construction and maintenance as required.

10. **DAMAGE TO IMPROVEMENTS:** The owner of any lot shall be responsible for repair of damage to any improvement within SOUTH HAVEN ESTATES Subdivision occasioned by his act or the act of his contractor, builder, or agent, wherever such damage occurs. This shall be construed to include replacement where reasonably necessary. Each owner shall be obliged to contractually pass on to his contractor, builder, or agent the responsibility imposed by this provision, though this shall not be construed to relieve said owner of primary liability failing performance by his contractor, builder, or agent.

ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

1. DURATION OF PROTECTIVE COVENANTS: All of the conditions, covenants, and reservations set forth in this declaration of restrictions shall continue and remain in force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in this Article, thereafter for successive periods of twenty years each without limitation, unless a written agreement is executed by more than two-thirds of the then record owners in the area of said property with one vote per lot and lot owner, exclusive of streets, by the terms of which agreement any of said conditions or covenants are changed, modified, or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided.

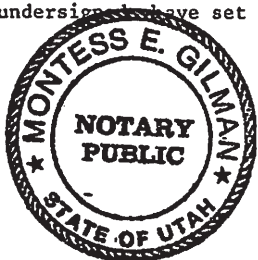
2. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants, and reservations contained in this declaration shall be construed together, but the invalidation of one or any part thereof, by court order or otherwise, shall in no way affect the validity of the remaining part or any other part, and the same shall remain in full force and effect.

3. ENFORCEMENT: Each and all of said conditions, covenants, and reservations is and are for the benefit of each owner of land (or any interest therein), in said property, and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said owners. As to each lot owner, the said restrictions, conditions, and covenants shall be covenants of equitable servitude, and the breach of any thereof and the continuance of such breach may be enjoined, abated, or remedied by appropriate proceedings by any such owner of other lot or parcel in said SOUTH HAVEN ESTATES SUBDIVISION, every act or omission whereby any restriction, condition, or covenant is violated in whole or in part being hereby considered and declared to be a nuisance. Failure by any property owner or their legal representatives, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations, shall in no event be deemed a waiver of the right to do so thereafter. Any property owner, their successors and assigns, shall be entitled to recover costs and legal expenses incurred in giving force and effect of the terms hereof.

4. SOUTH HAVEN DEVELOPMENT CONTROL COMMITTEE: South Haven Development Control Committee shall consist of all owners of defined lots of SOUTH HAVEN ESTATES Subdivision. The Committee shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required. Application for a building permit shall not be made until after receipt of approval of said Committee or until after expiration of the thirty (30) days as aforesaid.

5. ASSIGNMENT OF POWERS: Any and all rights and powers of the owners referred to herein may be delegated, transferred, or assigned. Wherever the term "Owners" is used herein, it includes assigns or successors in interest of the said owners.

IN WITNESS WHEREOF, the undersigned have set their hands hereunto this 1st day of August, 1981.



Gary N. Ray

GARY N. RAY
Nancy Ray

NANCY RAY

STATE OF UTAH)
)SS
COUNTY OF SANPETE)

On this 5th day of August, 1981, personally appeared before me GARY N. RAY and NANCY RAY, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Montess E. Gilman

Notary Public

Residing at Manti, Utah

My Commission Expires 4-25-82