

3238937 STATE OF UTAH
COUNTY OF CACHE } SS
FILED AND RECORDED FOR
Phyllis Toolson
JUL 31 3 47 PM '84

IN BOOK 84 OF RECORD
PAGE 288-289-290-291-
GRETNA B. SMITH 7/31/84
COUNTRY RECORDER

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

RESTRICTIVE COVENANTS, WILLIS HEIGHTS, SUBDIVISION

TO WHOM IT MAY CONCERN:

The undersigned, being the owners of that parcel of land situated in Smithfield, Cache County, Utah, as described in that plat filed in the office of the Cache County Recorder October 14, 1963, filing no. 323893 and described as follows:

Part of the Northwest quarter of Section 35, and part of the Northeast quarter of Section 34, Township 13 North, Range 1 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point 1484.5 feet North and 2058.1 feet West of the Southeast corner of the Northwest quarter of said Section 35; thence North 0°22'30" West 605.9 feet to the South line of a county road; thence North 88°07'20" West 1089.1 feet along said South line; thence South 200 feet; thence West 400 feet; thence South by record 489 feet (by measurement 441.63 feet); thence East by record 1450 feet (by measurement 1492.55 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 height 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 sub-division 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 sub-division and to location of the building with respect to topography and finished ground elevation, by a committee composed of R. Lynn Toolson, DeMar Fonnesbeck, and/or by a

-2-

representative designated by a majority of the members 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 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 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 entitled 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, 1972. 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 sub-division 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.

D. No residential structure shall be erected or placed on any building plot, which plot has an area 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

-3-

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 temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. No dwelling shall be erected with a ground floor area of less than 1100 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 sub-division 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 and shall be binding to the present owners or owner, and all persons claiming under them until January 1, 1984, 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 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 sub-divisions 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

-4-

Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 23 day of July, 1964.

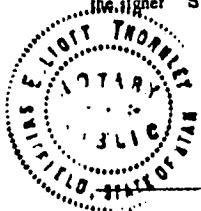
R. Lynn Toolson
R. LYNN TOOLSON
Phyllis M. Toolson
PHYLLIS M. TOOLSON
DeMar Fonnesbeck
DEMAR FONNESBECK
Sharon Fonnesbeck
SHARON FONNESBECK
Jean B. Peterson
CARL R. PETERSON
Karl R. Peterson
JEAN PETERSON
Robert Hill
ROBERT HILL
Darlene W. Hill
DARLENE W. HILL
Glen Oliverson
GLEN OLIVERSON
Francine D. Oliverson
FRANCINE D. OLIVERSON

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH

County of Cache

On the 23 day of July A.D. 1964, personally appeared before me DeMar Fonnesbeck and Sharon Fonnesbeck, husband and wife, Carl R. Peterson and Jean Peterson, husband and wife, and Robert Hill and Darlene P. Hill, husband and wife, and Glen Oliverson and Francine D. Oliverson, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Elliott Thorley
Notary Public

Commission expires: March 18, 1966
Residing in South Jordan, Utah

BOOK 84 PAGE 292

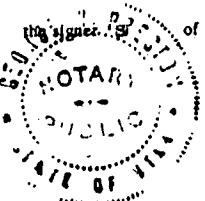
INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH

County of Cache

On the 23 day of July A.D. 1964, personally
appeared before me R. Lynn Toolson and Phyllis M. Toolson, husband and
wife,

the aforesaid, of the within instrument, who duly acknowledged to me that they executed the same.


George W. Weston
Notary Public

Commission expires:
Residing in