

BOOK 112 PAGE 44

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STATE OF UTAH } SS  
COUNTY OF CACHE }  
FILED AND RECORDED FOR  
HICKMAN LAND TITLE CO.  
APR 11 2 22 PM '68

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

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, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT  
LAKE BASE AND MERIDIAN FURTHER DESCRIBED AS FOLLOWS; BEGINNING AT A POINT 1500.65' FEET SOUTH AND  
181.80' 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 MEASURE-  
MENT, 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 83.50' FEET; THENCE SOUTH 0°21' WEST 150.00' FEET; THENCE SOUTH 89°39' WEST  
110.00' FEET; THENCE NORTH 1°21' EAST 150.00' FEET; THENCE SOUTH 89°39' WEST 50.00' FEET TO BEGIN-  
NING, CONTAINING 7.34 ACRES.

Wherein said land has been divided into lots and streets, said plan being 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 architectural 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 amended  
hereafter.

(Continued)

RESTRICTIVE COVENANTS (Cont.) 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.
- 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- 6. No animals, livestock or poultry shall be allowed on any lot, except dogs, cats, or other household pets allowed by the River Heights Zoning rules and regulations.
- 7. Lots will be sold with the intension that residences will be constructed upon them within a three year period from date of purchase. Should the purchaser of any lot fail to so construct said residence within the three year period from date of purchase, then the owners of this subdivision executing these covenants, or their heirs, shall have the option to buy back said lot or lots at the original purchase price. This option shall be binding and in force upon successors, heirs, and assigns.
- 8. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of the building with existing structures in the area, and as to location of the building with respect to topography and finished ground elevation, by the owners of this subdivision, Todd G. Weston and wife Joyce F. Weston. IN THE EVENT OF DEATH OF ONE OF THE ABOVE the survivor shall have full authority to give such approval or disapproval. In the event of the death of both of the above then the heirs to the above shall have full authority to designate a representative to give like approval or disapproval. In the event the above owners or the designated representative fails to approve or disapprove such design and location within 30 days after said plan and specifications have been submitted to them, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have 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. The approval described in this covenant shall not be required after January 1, 1988 unless prior to said date setting forth the manner in which the same powers by judgment or court order shall be deemed to have been fully complied with. The approval described in this record owners of a majority of the lots in this subdivision and duly recorded in no wise affect any of the other provisions which shall remain in full force and effect.
- 9. Invalidity 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.

If the parties thereto, 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 subdivision to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

State of Utah } ss  
 County of Cache }  
 On the 11th day of April, 1968  
 Personally appeared before me Todd G. Weston  
 and Joyce F. Weston, signers of the above Instrument  
 and duly acknowledged that they executed the same.

My Commission Expires 18 July 1970



*Todd G. Weston*  
*Joyce F. Weston*

*Todd G. Weston*  
 NOTARY PUBLIC