

6-95-81705

PROTECTIVE COVENANTS
APPLE HILL SUBDIVISION

The undersigned, Paul R. Willie and Wesley D. Johnson, the sole owners of the land hereinafter described, and having caused a subdivision plan to be made of the following described land, situated in Providence City, Cache County, State of Utah, to-wit: Apple Hill Subdivision as shown by the official plat recorded in the office of the Recorder of Cache County, Utah.

Wherein said land has been divided into lots and streets, said plan being duly platted as the Apple Hill Subdivision of Providence, 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 protective 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, 2020 and may be renewed for an additional 30 years by majority vote of the owners of record as of January 1, 2020.
2. All lots in the subdivision shall be known as residential lots; 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.
3. All structures will be placed on lots in conformity with the Providence City Zoning rules and regulations, currently in effect or as it may be amended hereafter. Front yard setbacks shall be: Each lot owner agrees to comply with the grading and drainage requirements on record with Providence City. Each lot owner shall be responsible for the grading and landscaping of the lot in harmony with this plan.
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. Home occupations such as music lessons & preschool shall not be considered offensive as long as they comply with Providence City Zoning rules and regulations.
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 owner shall permit any non-operable vehicles to be parked longer than 30 days on any lot. All recreational vehicles, boats, motor homes etc. shall be parked behind a 30' setback and shall be screened for the street by a fenced eight barrier.
7. Lots will be sold with the intention that residences will be constructed upon them within the three year period from date of purchase. Should the purchaser of any lot fail to so construct said residence or landscaped said lot 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. Each purchaser covenants and agrees upon completion of the residence built on said lot to plant and maintain the planting strip. Each purchaser also agrees upon completion of the residence to install in accordance with Providence City specifications a 4' in width public sidewalk fronting the lot.
9. 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 external design 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, Paul R. Willie and Wesley D. Johnson. IN THE EVENT OF DEATH OF THE ABOVE, the survivor's heirs shall have full authority to give such 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 plans and specification have been submitted to them in writing evidenced by certified mailing 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. After the original owners of this subdivision no longer owns an interest in any real property within the subdivision a committee of three owners elected by a majority of the lot owners (each lot owner having one vote) shall have the authority to approve plans as provided by this covenant.
10. Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.
11. 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.

Date this 23 day of Oct, 1995

Paul R. Willie
Paul R. Willie

Wesley D. Johnson
Wesley D. Johnson

STATE OF UTAH)

SS

County of Cache)

On the 20th day of October, 1995, A.D., personally appeared before me Paul R. Willie and Wesley D. Johnson, the signers of the above instrument who duly acknowledged to me that they executed the same.

SEAL

Kimberly R. Olsen
Notary Public
Commission Expires 8/31/96
Residing at Logan, UT

