

PROTECTIVE COVENANTS  
OF  
CHERRY BLOSSOM HEIGHTS

JAN 2 11 14 AM '75

VERNER MILLER, AUDITOR

We, the undersigned, being the owners of the following described real property, to-wit:

RECORDING DESK 296  
RECORDED IN VOL. \_\_\_\_\_

Cherry Blossom Heights, according to plat thereof recorded in volume 9 of plats, page 19

do hereby declare the following restrictions and covenants which shall run with the land shall be binding on all parties and their heirs, successors or assigns hereafter and until January, 1977 and shall thereafter be automatically extended for successive periods of five years, unless by a vote of the 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 their heirs, successors or assigns, shall violate or attempt to violate any of the following covenants, it shall be lawful for any other person or persons owning any real property situated in the above described area to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to request injunctive relief or damages for such violation. Invalidation of any one of the following covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

PURPOSE: It is the intent and purpose of these restrictions and covenants to assure the high quality of dwellings and other structures now and in the future, to protect the health, safety, welfare, security of monetary investments, and to further all things conducive to harmony and compatibility among neighbors.

NEIGHBORHOOD COMMITTEE: These covenants, construction on the premises, and irrigation provisions hereinafter described shall be under the jurisdiction of a neighborhood committee composed of landowners in the subdivision. Harold N. Thompson shall constitute the committee until other owners have purchased property in the subdivision. Thereafter the committee shall consist of three persons elected by the majority of the landowners in the subdivision.

The committee shall have the authority to approve all proposed construction in the subdivision for compliance with these covenants before construction is started. Such committee shall not have authority to waive any conditions of these covenants, but failure to secure their approval will be deemed a violation and any construction or activity without such approval may be enjoined and damages collected for the violation by any landowner in the subdivision.

DWELLINGS AND STRUCTURES: No dwelling, barn, shed, or shelter of any kind shall be placed on any of the property by moving thereon such a structure or building which had earlier been erected at any other location.

No trailer, basement, tent, shack, garage, barn, or other out-building erected or placed on the property shall at any time be used as a residence temporarily or permanently, nor shall any structure

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of a temporary character be used as a residence.

No structure or dwelling shall exceed two stories in height. Residences shall be single unit dwellings having an enclosed ground floor projected living area of not less than 1200 square feet for a single floor and not less than 1,000 square feet for split entries, and not less than 1,150 square feet for single floors with a basement. Such area does not include porches, garages, patios, breezeways, etc. No outbuildings shall have a sheltered area greater than that of the dwelling.

Dwellings shall comply with not less than minimum F.H.A. requirements and specifications.

Garages shall be no larger than adequate for three cars.

Any dwelling or other structure erected or placed on the property shall be completed as to external appearance including finished painting within nine months of commencement of construction and shall be connected to the public sewer system. Construction must commence within six (6) months after purchase of lot. Lots will be watered and kept free of noxious weeds until construction commences. Landscaping shall be completed within six months after completion of dwelling unit.

LOCATION OF DWELLINGS AND STRUCTURES: No building shall be located nearer than 25 feet to the front lot line or nearer than 15 feet to the side street line, or than 30 feet from the back lot line. No building shall be located nearer than ten feet to any side lot line.

FENCING: Any fencing of this area, if provided, shall be of a decorative nature with a height of not more than four feet for front yard and six feet for back yard or whatever City requirements may be for swimming pools.

ANIMALS: No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built up residential community.

IRRIGATION WATER USAGE: The irrigation system will be operated under a Local Improvement District (LID), supervised by the Kennebec Irrigation District. The neighborhood committee will work with the KID as necessary. Irrigation water will be supplied under pressure. Each lot in the subdivision shall be charged its prorata share of the cost of maintenance and operation of the system in each year. The irrigation system will deliver water to the boundaries of the respective lots at one turnout.

Upon full development of the subdivision, rotation of irrigation deliveries may be required. The neighborhood committee shall be vested with full power to establish the rotation calendar of days and hours when water will be made available to the respective lots and all lots in the subdivision shall be subject to this schedule. The committee may change the schedule from time to time as circumstances require. The purpose of the irrigation regulations shall be to distribute irrigation water to all of the lots in the most equitable manner possible.

RESTRICTIONS ON OTHER USES: This property shall not be used for storage for construction machinery or rental equipment.

No public garage, manufactory, mercantile business or repair occupation may be conducted as a significant part of the activity on any of these estates.

No inoperable farm machinery, including tractors, trucks, or automobiles may be held on the property for more than one month.

No trash shall be dumped or allowed to accumulate on any part of the property. This includes excess excavation material which cannot be beneficially utilized for fill, driveways, or other construction purposes.

SIGNS: No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or builder or by a licensed real estate broker, not exceeding 18 inches high and 24 inches long, may be displayed on any lot. No signs are to be posted by owners until such signs have been approved as to design and appearance by the Neighborhood Committee.

EASEMENTS: Easements as indicated on the plat have been dedicated for irrigation water lines, and for public utility purposes. As long as these easements are not employed for the intended uses, the owners of the land affected by said easements shall have the use of same. It should be understood, of course, that any structure of fencing erected thereon are subject to removal whenever these easements are employed for the intended public uses.

Omitting restrictions herein, if any, based on race, color, religion or national origin.

RECREATION AREA: Upon completion of thirty homes in Cherry Blossom Heights, but in any event not sooner than March 1, 1976, Harold N. Thompson agrees to build a swimming pool and two tennis courts. All costs of construction of this facility will be paid by Harold N. Thompson and upon completion the recreation area, the swimming pool, the tennis courts and all facilities constructed in conjunction therewith shall be dedicated to the owners and future owners of lots within Cherry Blossom Heights for the exclusive use of the owners, their families and guests.

Harold Thompson shall service notice of said dedication upon the neighborhood committee. Immediately upon receiving notice of the intent to dedicate the facilities to the owners and future owners of the lots of Cherry Blossom Heights, said persons will form a nonprofit recreation club to take title to said property and for the continuing operation and maintenance of the recreation area and facilities. Assessments for operation, maintenance and improvements will be made by the club or nonprofit corporation on a prorata basis for all members thereof.

Any homeowners in the subdivision shall have the right to become members of the club at their option.



AMENDMENTS TO  
PROTECTIVE COVENANTS  
OF  
CHERRY BLOSSOM HEIGHTS

We, the undersigned, being the owners of the following described real property, to wit:

Cherry Blossom Heights, according to plat thereof recorded in volume 9 of plats, page 19,

do hereby declare the following amendments to the protective covenants heretofore filed for record on June 2, 1975, Auditor's File No. 681693:

The paragraph entitled "DWELLINGS AND STRUCTURES": is hereby amended to read as follows:

DWELLINGS AND STRUCTURES: No dwelling, barn, shed, or shelter of any kind shall be placed on any of the property by moving thereon such a structure or building which had earlier been erected at any other location.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on the property 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.

No structure or dwelling shall exceed two stories in height. Residences shall be single unit dwellings on all lots except 15 through 52, Block 1, which may be multi-family unit structures but shall not exceed four living units per structure. Four-plexes may be built on lots 19, 20, 28, 29, 38, 39, 40, 48, 49, 50, 51 and 52 only, all in Block 1. Balance of multifamily units will be duplexes. Multifamily units shall have an enclosed finished living area of not less than 850 square feet per unit. Single unit dwellings shall have an enclosed ground floor projected living area of not less than 1,200 square feet for a single floor and not less than 1,000 square feet for split entries, and not less than 1,150 square feet for single floors with a basement. Such area does not include porches, garages, patios, breezeways, etc. No outbuildings shall have a sheltered area greater than that of the dwelling.

Dwellings shall comply with not less than minimum F.H.A. requirements and specifications.

Garages shall be no larger than adequate for three cars except for multi-family units which shall be allowed garages suitable for two cars for each family unit.

Any dwelling or other structure erected or placed on the property shall be completed as to external appearance including finished painting within nine months of commencement of construction and shall be connected to the public sewer system. Construction must commence within six (6) months after purchase of lot. Lots will be watered and kept free of noxious weeds until construction commences. Landscaping shall be completed within six months after completion of dwelling unit.

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