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BOOK 1284 PAGE 241
Recorded FEB 17 1956 at 12:12 P.m.
Request of L. G. Knight
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
$4.80 By Amonsen Deputy
Ref. 414 Ness Bldg.

RESTRICTION AGREEMENT

KNIGHT SUBDIVISION

-to-

WHOM IT MAY CONCERN:

THE UNDERSIGNED, Owners of the following-described real estate situate in Salt Lake County, State of Utah, to-wit:

Beginning at a point North 408.52 feet and West 763.84 feet from the Southeast Corner of the Northeast 1/4 of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence S. 67°52' W. 351.79 feet; thence N. 50°12' W. 140.75 feet; thence S. 63°09' W. 76.30 feet; thence N. 40°06' W. 195.60 feet; thence S. 63°35' W. 205.00 feet to point of 10.0 foot radius curve to the left; thence Southerly 20.78 feet along the arc of said curve; thence S. 34°30' W. 50.00 feet; thence N. 55°30' W. 57.60 feet to point of 275.0 foot radius curve to the right; thence Northwesterly 223.94 feet along the arc of said curve; thence N. 71°22' E. 337.23 feet; thence N. 27°26' W. 204.48 feet; thence N. 67°52' E. 667.14 feet; thence N. 73°12' E. 50.00 feet to a point of tangency of a 200.0 foot radius curve to the left the center of which is N. 73°12' E. 200.0 feet; thence Southeasterly 41.31 feet along the arc of said curve to a point of tangency of a 172.65 foot radius reverse curve to the right, the center of which is S. 61°22' W. 172.65 feet; thence Southeasterly 27.12 feet along the arc of said curve to a point of tangency thence S. 19°38' E. 163.74 feet; thence S. 70°22' W. 209.30 feet; thence S. 29°16' E. 467.50 feet to the point of beginning,

desire to place restrictions against the title to said real estate;

NOW, THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described

and each and every part thereof, and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

1- PERSONS BOUND BY THESE RESTRICTIONS: That the covenants and restrictions are to run with the land, and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore described shall be taken and held to agree and covenant with the Owners of said land and with their heirs, administrators, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 1971, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of a majority of the then owners of said lots and land, it is agreed to change said covenants in whole or in part.

2- USE OF LAND: COST: FRONTAGE: That none of said land, or fractions thereof, shall be improved, used or occupied for any other than private residence purposes for one (1) or two (2) families; and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for not more than occupancy by two (2) families, and shall be a detached single family dwelling, or a duplex, not to exceed two (2) stories in height and a private garage for not more than two (2) cars. The ground floor square foot area of any main structure, exclusive of one-story open porches and garages, for any residence erected on said lands, shall not be less than 1100 square feet

in the case of a one (1) story structure or 800 square feet in the case of a one and one-half (1-1/2) or two (2) story structure.

3- DWELLING SET BACK AND FREE SPACE: All buildings erected on any residential building plot must comply with the County Zoning Ordinances.

4- SIZE OF LOTS: Said land, or any part thereof, shall not be resubdivided into buildings plots having less than 6000 square feet of area or width of less than 50 feet at the front building set back line.

5- TEMPORARY RESIDENCES PROHIBITED: No trailer, basement, tent, shack, garage, barn or other outbuilding erected at the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

6- NUISANCES: No noxious or offensive trade shall be carried on upon any part of said land, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs, bill boards, or advertising structures may be erected or displayed on any of the lots, except for a single sign not more than 3 x 5 feet square advertising a specific property for sale or house for rent may be displayed on the premises affected. No trash, ashes, or any other refuse may be thrown or dumped on any lot in said area.

7- BUILDING CONSTRUCTION REQUIREMENTS: All materials used in said construction shall be new and no dwelling shall be constructed of large cinder, cement, or pumice block, tile or stucco. If brick construction is used, all brick used for exterior wall construction and for the front of garages constructed shall be fire clay brick, or other brick which meets

F. H. A. specifications.

8- COMMITTEE: No building shall be erected, placed, or altered on any building plot 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 subdivision, and as to location of building with respect to topography and finished ground elevation, by a committee composed of L. GATES KNIGHT, MARY K. STOHL, THELMA F. KNIGHT and H. MERVIN WALLACE, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member 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 said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (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, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1961. 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 subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

9- VIOLATIONS AND DAMAGES: If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1971, it shall be lawful for any other person, or persons, owning any of said land to prosecute any proceedings at law or in equity against the person, or persons, violating any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10- UTILITY EASEMENT: An easement is reserved over each lot for utility and maintenance as shown on the recorded plat of said subdivision.

11- SAVING CLAUSE: Invalidation 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.

KNIGHT SUBDIVISION

OWNERS:

L. GATES KNIGHT

MARY K. STOHL

THELMA F. KNIGHT

Subscribed and sworn to before me this 17 day of ~~JANUARY~~ February, 1956.

My Commission Expires: May 17 - 1959

Notary Public, residing at Salt Lake City, Utah

Photo _____

Abstract _____ Notes _____