

134882

RESTRICTION AGREEMENT

Oakridge Sub.

Platted
On Map
Abstracted
Completed

Whereas, N. V. Sanders Investment Company, a Utah Corporation, is the owner of the following described real estate situated in Davis County, State of Utah, to wit:

All of Lots 1 to 10, inclusive, OAK RIDGE HEIGHTS, a subdivision of part of Blocks 6 and 7, Plat "D", Kaysville Townsite Survey.

Whereas, said Owner, desires 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 herein before described and each and every part thereof and the undersigned owner hereby declares that the aforesaid land above referred to is to be held and should be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height or a two family dwelling of approved type and a private garage for not more than two cars.

B. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, or nearer than 10 feet from any side lot line.

C. The ground floor area of the main structure, exclusive of one-story open porches, and garages shall not be less than 350 square feet. All dwellings shall be constructed of new material and no buildings may be constructed or moved on to any lot until owner of such dwelling plans and/or structure has the written approval from the Subdivision sponsors, or from a representative committee of three lot owners.

D. No temporary or sub-standard structure of any kind shall be used as a residence temporarily or permanently.

E. 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.

F. An easement of 5 feet is reserved along the rear line of each lot in said Subdivision for utility installation and maintenance.

G. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980.

H. 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 persons or person owning any real property situated in said development or subdivision 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 from such violations.

I. 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.

IN WITNESS WHEREOF, the Owner of the tracts of real estate hereinabove mentioned this 22 day of January 1954 have caused these presents to be executed.

N. V. SANDERS INVESTMENT COMPANY

By N.V. Sanders
President

STATE OF UTAH)
) SS.
COUNTY OF Davis)

On the 22 day of January, 1954, personally appeared before me N. V. SANDERS, who being by me duly sworn did say, that he, the said N.V. SANDERS, is the president of N.V. Sanders Investment Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of directors and said N.V. SANDERS, duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Com. Expires: Jan. 15 - 1958
Residence is: Kaysville, Utah

Delbert W. Hasfield
Notary Public.