

MAIL TO - KNIGHT REALTY CO.
373 SOUTH 6th EAST

Recorded NOV 12 1958 at 1:17 P
Request of KNIGHT REALTY
Fee Paid. Hazel Taggart Chase.
Recorder, Salt Lake County, Utah
\$3.00 By Bank of America
Book Page Ref.

1620777

BOOK 1558 PAGE 628

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situated in Salt Lake County, Utah, to-wit:

All Lots in MAJESTIC HEIGHTS NO. 3, in the County of Salt Lake, State of Utah, according to the official plat thereof, recorded in the office of the County recorder of said County.

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

A. All lots in the above described 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 detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. 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 building have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed by Keith L. Knight, Homer Pitts and Frank Lamont, or by a representative designated by 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 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 November 1, 1988. Thereafter the approval described in this Covenant will 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.

C. All buildings shall be located in accordance with the provisions of the Salt Lake County Zoning Ordinances as to set back, sideyard and minimum plot area.

D. 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. The maximum height of any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided, however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front setback line.

E. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

F. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet.

G. Easements are reserved over each lot for utility installation and maintenance, as shown by the recorded plat of said Majestic Heights No. 3.

(Continued)

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 1988, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

I. 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 person or persons 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 Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

J. 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.

WITNESS OUR HANDS this 2nd day of November 1958.

M. Kenneth White
M. KENNETH WHITE

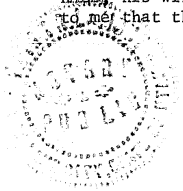
Ada Marie White
ADA MARIE WHITE

Karl B. Hale
KARL B. HALE

Delisa G. Hale
DELSA G. HALE

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 2nd day of November, A.D., 1958, personally appeared before me M. KENNETH WHITE and ADA MARIE WHITE, his wife, and KARL B. HALE AND DELSA G. HALE, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



F. L. Leonard
NOTARY PUBLIC

Commission expires My Commission Expires Dec. 17, 1961