

as the same appears on file and of record in my office.

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WITNESS my hand and the seal of Provo City, this
day of February, A. D. 1944

[Seal of Provo City, Utah]
[Signature]
City Recorder, Clerk

By _____

Entry No. **1821**
Recorded at the request of
[Signature]
FEB 24 1944 2:32 P.M.
Book _____ Pages _____
ELOISE F. TIPTON Recorder
[Signature] Utah County
Odmared Deputy
Indexed _____ Tp. _____
Fee \$1.80 R. _____
Mail 667 W - 522
[Signature]
[Signature]

1822

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS APPLYING TO RIVERSIDE SUB- DIVISION, PROVO CITY, UTAH.

Whereas, it is proposed to set off an area of land hereinafter described for a residential district.

Whereas, it is proposed that said district and section of land shall have a protective covenant applying to and running with the land and binding upon all parties, their heirs, successors and assigns.

Now therefore, the signers hereto in consideration of their mutual promises and in consideration of the covenants herein made, do severally agree to and with each other as to the following described property, to-wit:

Commencing at a point 664.7 feet East of the corner common to Sections 35 and 36, Township 6 South, Range 2 East, and Sections 1 and 2, Township 7 South, Range 2 East, Salt Lake Base and Meridian:

Thence South 28° 29' West 248.7 feet; thence South 11° 32' West 300.0 feet; thence North 72° 00' East 95.0 feet; thence North 1° 00' East 21.1 feet; thence North 72° 00' East 205.6 feet; thence South 0° 41' West 315.3 feet; thence South 88° 05' East 80.0 feet; thence South 0° 41' West 96.5 feet; thence South 88° 49' East 32.5 feet; thence South 0° 41' West 60.0 feet; thence South 88° 49' East 112.5 feet; thence South 0° 41' West 157.5 feet; thence South 88° 49' East 478.0 feet; thence North 0° 41' East 171.0 feet; thence South 88° 05' East 260.7 feet; thence North 1° 18' East 207.0 feet; thence North 88° 05' West 263.0 feet; thence North 0° 41' East 440.0 feet; thence North 88° 05' West 140.0 feet; thence North 0° 41' East 220.7 feet; thence West 675.8 feet to the place of beginning. Area 18.2946 acres, more or less.

The covenants hereinafter set forth are to be construed as covenants running with the above described land, and are binding upon all parties hereto, their heirs, successors, and assigns, and the parties to this agreement are Vern Dixon, Loleta W. Dixon, his wife, G. L. Knudson, Julia A. Knudson, J. Joseph Johnson, ~~XX~~

All parties, their heirs, successors, and assigns covenant, promise and agree as follows:

1. That these covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1970, 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.

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2. That 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 subdivision or development 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 violation.
3. That 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.
4. That all lots in the tract shall be known and designated as residential lots, except as otherwise designated by city ordinance.
5. That no building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a Committee composed of Vern Dixon, G. L. Knudson and W. R. Brown, 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 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 the 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, 1954. 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.
6. No residence or attached appurtenance shall be erected on any lot farther than 30 feet from the front lot line.
7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 49.50 feet at the front building set-back line.
8. 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.
9. 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.
10. That no dwelling costing less than \$4,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half, two, or two and one-half story structure.
11. No person of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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- In witness whereof, the said parties to this agreement have hereunto signed their names this 27 day of Jan, A. D. 1944.

Julia A. Knudson

Vern Dixon

Loleta W. Dixon

Geldhus L. Knudson

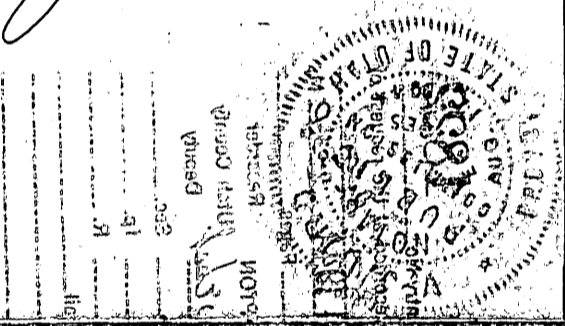
J. Joseph Johnson

State of Utah :
 : ss.
County of Utah :

On the 27 day of Jan, A. D. 1944, personally appeared before me, Vern Dixon, and Loleta W. Dixon, his wife; G. L. Knudson; Julia A. Knudson, J. Joseph Johnson, ~~XXXXXX~~ the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

J. Bird
Notary Public, Residing at Provo, Utah.

My Commission Expires:
Aug 17, 1944



Entry No. 1897
Recorded at the request of Eloise F. Tipton
Feb 27 1944 2:54 P.M.
Book _____ Pages _____
ELOISE F. TIPTON Recorder
Eloise F. Tipton Utah County Deputy
Compared _____ Sec. _____
Indexed _____ Tp. _____
Fee \$ 9.75 R. _____
Mail _____

W. A. Wood

1897
A F F I D A V I T

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

J. A. Wood being duly sworn on oath says: That affiant is a citizen of the United States over the age of twenty-one years and resides in the City and County of Salt Lake; that