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DECLARATION OF BUILDING AND USE RESTRICTIONS Fee Paid, Nella M. Jack,

Recorded at \_\_\_\_\_  
Request of SECURITY TITLE COMPANY  
Recorder, Salt Lake County, Utah  
\$ \_\_\_\_\_ By \_\_\_\_\_ Deputy  
Book \_\_\_\_\_ Page \_\_\_\_\_ Ref. \_\_\_\_\_

-TO-

WHOM IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the Owners of all the property and premises situated in Salt Lake County, Utah, and described as follows:

BEST VIEW SUBDIVISION NO. 9, a subdivision in Salt Lake County, Utah according to the plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah as Entry No. 1843258, in Book Y of Plat, page 45, thereof, and does hereby establish the nature of the use and enjoyment of all lots in said subdivision and that all conveyances of these lots shall be made subject to the following conditions, restrictions, and stipulations:

1. The aforesaid described property shall be known as a residential district and all lots within the boundaries of the same shall be known and designated as residential lots. No structure shall be erected on said lots other than one single family dwelling on each of said lots not to exceed two stories in height and a one or two car garage or carport. Corner lots shall have 30 feet and 20 feet front yard, with a minimum 8 feet side yard and 25 feet back yard, excepting that side and rear yard requirements may be substituted for each other on corner lots. Inside lots shall have 30 feet set back with a minimum 8 feet side yard with attached garages or carports, and 8 foot minimum but totaling 18 feet on each side when garages are not attached. The minimum rear yard on inside lots shall be 25 feet deep. No lot shall be less than 7,000 square feet in area.
2. No provisions shall be made on any building lot for the raising of poultry or the housing of cows, horses, or other livestock.
3. No trailer, basement, tent, shack, garage, barn, chicken coop or other building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. Fences or walls shall not extend beyond the minimum front building setback unless of a low ornamental type design and in such cases approved in writing by the Subdivision Control Committee.
4. No structure shall be moved on to any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.
5. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No hanging of clothes or otherwise unsightly items shall be hung in carports unless enclosed or otherwise obscure from the street immediately in front of the building.
6. The subdivision Control Committee is composed of three members, Larry Linthicum, Verl R. O'Brien and a representative of Major Enterprises, Inc. No building shall be erected, placed or altered on a lot until the construction plans and specifications, and plans of the location of the structure have been approved by the committee. The majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate

a successor. Design and work shall conform to and be in harmony with existing structures. No dwelling will be permitted on any lot in said tract with a ground floor square foot area of less than 900 feet.

7. In addition to easements shown on plat, a perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

8. No trash, ashes or any other refuse may be thrown or dumped upon any lot in the subdivision.

9. Covenants and restrictions herein are to run with the land and shall be binding by the parties and all persons claiming them until April 30, 1987, at which time they will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners and the lots have been recorded agreeing to which said covenants and owners in part.

10. If the parties hereto, or any of them, heirs, or assigns, shall violate or attempt to violate any of the covenants and restrictions herein before April 30, 1987, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

In WITNESS WHEREOF, the undersigned have duly executed this document the 23<sup>TH</sup> day of APRIL 1962.

MAJOR ENTERPRISES, INC.

BY: Verl R. O'Brien  
Verl R. O'Brien, Vice-President

STATE OF UTAH            )  
County of Salt Lake    )ss

On the 23<sup>TH</sup> day of APRIL, 1962, personally appeared before me Verl R. O'Brien, who being by me duly sworn did say that he is the Vice President of the MAJOR ENTERPRISES, INC. 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 VERL R. O'BRIEN duly acknowledged to me that said corporation executed the same.



Morley R. Spangue  
Notary Public

My Commission expires APRIL 20, 1965 My residence is SALT LAKE COUNTY