

Recorded AUG 22 1958 at 4:02 P.M.
Request of AWARD HOMES
Fee Paid, Hazel Taggart Chase.
Recorder, Salt Lake County, Utah
By [Signature] Deputy
Ref. 257 865-207-2

BOOK 1534 PAGE 439

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DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR BEST VIEW SUBDIVISION II Box 2700 West

3700 South
Muir Andy #4

1 KNOWALL MEN BY THESE PRESENTS:

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

4 All of Lots 201 to 250, inclusive, of BEST VIEW
5 SUBDIVISION #2, according to the official plat
6 thereof as recorded in the office of the County
7 Recorder of said county;

8 are desirous of creating restrictions and covenants effecting said
9 property.

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

- 13 1. The aforesaid described property shall be known as a Residential
14 District and all lots within the boundaries of the same shall be
15 known and designated as Residential lots. No structure shall be
16 erected on said lots other than one single family dwelling on each
17 of said lots not to exceed two stories in height and a one or two
18 car garage or car port. Corner lots shall have 30 feet and 20
19 feet front yard, with a minimum 8 feet side yard and 25 feet
20 back yard. The side and rear yard requirements may be substituted
21 for each other on corner lots. Inside lots shall have 30 feet
22 set back with a minimum 8 feet side yard with attached garages or
23 carports, and 8 foot minimum but totaling 18 feet on each side
24 when garages are not attached. The minimum rear yard on inside
25 lots shall be 25 feet deep. No lot shall be less than 8000 square
26 feet in area.
- 27 2. No chicken coop shall be erected on any lot within the subdivi-
28 sion.
- 29 3. No noxious or offensive trade shall be carried on upon any lot
30 nor shall anything be done thereon which may be or become an
31 annoyance or a nuisance to the neighborhood.
- 32 4. No trailer, basement, tent, shack, garage, barn, chicken coop
or other outbuilding 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 shall
not extend beyond front or back unless of an ornamental design
and approved in writing by the subdivision control committee.
5. 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 exist-
ing structures in the tract.
6. An architectural control committee consisting of Clyde Barker,
Robert Klein and Larry Linthicum shall approve in writing all
buildings in subdivision. The design and location on the lot
shall conform to and be in harmony with existing structures in the
tract. No dwelling will be permitted on any lot in said tract
with a ground floor square foot area of less than 1000 feet or a
minimum cost of \$10,500.
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. No provisions shall be made on any building lot for the raising of poultry or the housing of cows, horses, or other livestock.

10. Covenants and restrictions herein are to run with the land and shall be binding on the parties and all persons claiming under them until May 1, 1968, at which time covenants and restrictions shall terminate unless renewed by a majority of persons owning lots in said subdivision.

11. If the parties hereto, or any of them, heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before May 1, 1968, 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 at 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.

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

WITNESS OUR HANDS this 1st day of May, 1958.

Alfred Barber
Thomas Barber

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 1st day of May A.D. 1958, personally appeared before me the signers of the within instrument, who duly acknowledged to me that they executed the same.

Alfred Barber
Notary Public
Residing in Salt Lake City, Utah

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