

87850

DECLARATION OF BUILDING AND USE RESTRICTIONS

1732934

Recorded AUG 23 1960 at 2:34 P.  
Request of SECURITY TITLE COMPANY  
Fee Paid, Nellie M. Jack  
Recorder, Salt Lake County, Utah  
\$ 3.00 By F. Anderson 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 NO. 5, 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 # 1731883 in Book V of Plats, Page 49, 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 feet 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 dwelling.

6. The subdivision Control Committee is composed of three members, Larry Linthicum, Veri R. O'Brien and a representative of Award Homes, 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 or a minimum cost of \$10,000.00.

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.

DECLARATION OF BUILDING AND  
USE RESTRICTIONS - Continued  
Entry No.

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 August 1, 1985, 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 or restrictions herein before August 1, 1985, 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 18th day of August, 1960.

AWARD REALTY, INC.

BY: Robert D. Klein  
Robert D. Klein, President

STATE OF UTAH )  
  ) ss.  
County of Salt Lake )

On the 18th day of August, 1960, personally appeared before me  
ROBERT D. KLEIN, who being by me duly sworn did say that he is the President of the  
AWARD REALTY, 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  
ROBERT D. KLEIN duly acknowledged to me that said corporation executed the same

Allen Hartman  
Notary Public  
My Commission expires 3-6-1964 My residence is Salt Lake City, Utah

