

2082999

BOOK 2329 PAGE 183

## DECLARATION OF BUILDING AND USE RESTRICTIONS

-TO-

Recorded **MAY 19 1965** at 2:29 P.M. m. Request of McGhee Abstract & Title, Inc.FEE PAID HAZEL YAGGART CHASE RECORDER, SALT LAKE COUNTY, UTAHWHOM IT MAY CONCERN: 4.00 By K. H. Hensley Deputy Recorder

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 below as follows:

HAWARDEN ESTATES NO. 1, 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 2080734 in Book CC of Plats, Page 72, 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. All of the lots on the Hawarden Estates No. 1, are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons or corporations who hereafter own or have any interest in any lot in said subdivision shall hold the same subject to the agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of thirty (30) years from the date of recording; provided, however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of ten (10) years each; unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
2. USE OF LAND: All of the lots shown on plat shall be used only for one family dwellings not to exceed two (2) stories in height and a private garage for not more than three (3) cars. No animal or fowl shall be housed, maintained or kept on any of the lots except household pets which are not kept for any commercial purpose.
3. SET-BACK OF IMPROVEMENTS AND APPURTENANCES: No building shall be erected on any of said lots nearer than thirty (30) feet to the front lot line, nor nearer than eight (8) feet to any side line. The side line restrictions shall not apply to a garage located on the rear one-quarter of any lot, except that on corner lots no structure shall be permitted nearer than twenty (20) feet to the side street line. The minimum area of any lot shall be 9,500 sq. feet and the width of any lot at the building set back line shall not be less than eighty two (82) feet.
4. NO TRADE OR BUSINESS PERMITTED: No trade or business of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may or may become any annoyance or nuisance to the neighborhood.
5. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot for use as a residence, temporary or permanently, and no residence of a temporary character shall be permitted thereon, excepting for contractor's temporary building.
6. PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED: The Architectural Control committee is composed of A. D. Coats, Rulon E. Jenkins and G. R. Harmon, all of Salt Lake City, Utah. A 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. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
7. BUILDING PERMITTED: The ground floor areas of the main structure must be fourteen hundred (1,400) sq. feet. If a double car garage is attached to said dwelling then the minimum square footage may be reduced to thirteen hundred (1,300) sq. feet. In the event of a split level or a split entry

Entry No. 2080734

dwelling, the minimum amount for the main floor will be one thousand (1,000) sq. feet if both levels are finished. If both levels are not finished the minimum amount finished must equal fourteen hundred (1,400) sq. feet. (See paragraph: Use of Land.)

8. EASEMENT FOR UTILITIES: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the building front set back lines, unless approved by architectural control committee.

10. RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors, and assigns and all parties claiming by, through, or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors, and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein contained shall be personally binding on any person, or persons or corporations, except in respect of breaches committed during its, his, her or their seizin of or title to said land, and the owner of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages and the failure of the undersigned, Midwest Realty & Finance, Inc., or the owners of any of the lots in the subdivision to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

11. INVALIDATION OF RESTRICTIONS: The invalidation of any restriction herein contained, by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one sq. foot, one sign of not more than five (5) sq. feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

MIDWEST REALTY & FINANCE, INC.

By *A. D. Coats*  
A. D. Coats, Exec. Vice Pres.

By *Rulon E. Jenkins*  
Rulon E. Jenkins, Secretary



DECLARATION OF BUILDING AND  
USE RESTRICTIONS-continued

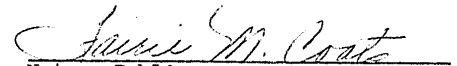
BOOK 2329 PAGE 185

Page 3

Entry No. 2080734

STATE OF UTAH            )  
                                  :SS  
County of Salt Lake)

On the eighteenth day of May, A. D. 1965, personally appeared before me A. D. Coats and Rulon E. Jenkins, who being by me duly sworn did say, each for himself, that he, the said A. D. Coats is the Executive Vice President, and he, the said Rulon E. Jenkins, is the Secretary of Midwest Realty & Finance, 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 A. D. Coats and Rulon E. Jenkins each duly acknowledge to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

  
Notary Public

My commission expires May 26, 1968  
My residence is Salt Lake City, Utah

