

BOOK 2577 PAGE 190

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Recorded at Request of MC.GHIE LAND TITLE CO.  
at 321 M. Fee Paid \$ 4.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah  
By Lynn Jones Dep. Date AUG 2 1967

DECLARATION OF BUILDING AND USE RESTRICTIONS

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: All of Lots 1 to 24 inclusive, BEN VIEW SUBDIVISION NO. 7, 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. 2208667 in Book "EE" of Plats, Page 97, thereof, 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. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one newly constructed detached single-family dwelling not to exceed two stories in height with or without a private garage or carport for not more than three vehicles.
2. No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than 900 square feet.
3. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.
4. No Building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than 18 feet to the rear lot line.
5. For the purpose of these covenants, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
6. No dwelling shall be erected or placed on any lot having an area of less than 6,000.00 square feet, except that residences can be built on all corner or cul-de-sac lots as platted on the recorded plat, provided that the above setback and side yard requirements are maintained.
7. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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, is to be maintained by the property owner, except for those improvements for which a public authority or utility company is responsible.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles is permitted in carports, except in enclosed areas designed for the purpose.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

## DECLARATION OF BUILDING AND USE RESTRICTIONS

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

11. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other pets normally considered as household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

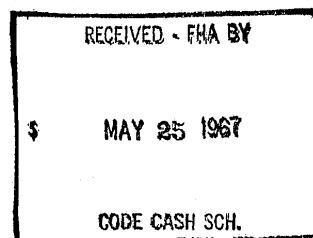
13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of (1) Jim Pappas, C'est Bon Hotel, Park City, Utah, (2) Arch D. Coats, 3575 South 4000 West, Salt Lake City, Utah, and (3) Rulon E. Jenkins, 3575 South 4000 West, 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 compensations 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 completions thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years 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.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

17. 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.



DECLARATION OF BUILDING AND USE RESTRICTIONS

18. 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 for 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.

IN WITNESS WHEREOF, the undersigned have duly executed this document the 2nd day of Aug, 1967.

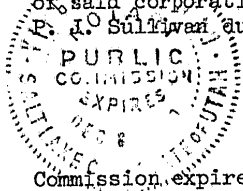
McGHIE LAND TITLE COMPANY, Trustee

By:

*P. J. Sullivan*  
*James Pappas*

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 2nd day of Aug. A.D. 1967 personally appeared before me P. J. Sullivan, who being by me duly sworn did say that he the said P. J. Sullivan is the President of McGhie Land Title Company and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said P. J. Sullivan duly acknowledged to me that said corporation executed the same.



Commission expires: 12-8-70

*Virgil G. Dimond*  
Notary Public  
Residing at: Salt Lake City, Utah

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 2nd day of August A.D. 1967 personally appeared before me James Pappas the signer of the within instrument, who duly acknowledged to me that he executed the same.



Commission Expires 12-8-70

*Virgil G. Dimond*  
Notary Public  
Residing in Salt Lake County

RECEIVED - FHA BY  
\$ MAY 25 1967  
CORE CASH SCH.