

2306824

Recorded OCT 15 1969 at 9:04 a.m. Request of McGHEE LAND TITLE COMPANY  
FEE PAID HAZEL TAGGART CHASE RECORDER, SALT LAKE COUNTY, UTAH  
\$ 4.00 By Lee S. ... Deputy Ret

BOOK 2798 PAGE 190

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 situate in Salt Lake County, Utah, and described as follows:

WESTVIEW 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. 2306416 in Book HH of Plats at page 2, does hereby establish the nature of the use and enjoyment of all lots in said subdivision and all conveyances of these lots shall be made subject to the following conditions, restrictions and stipulations:

1. Said property shall be subdivided into "Residential Building Lots."
2. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, not to exceed 35 feet in height and a private garage or carport for not more than three cars, one story in height. Said garages or carports shall be permitted, but shall not be required.
3. No garage or any other buildings whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions, and stipulations herein contained; and neither prior to the erection nor after the erection of the main building herein permitted on any of said lots, shall any garage or other out building be used for residential purposes.
4. 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 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. Approval shall be as provided below.
5. No dwelling shall be permitted on any lot at a cost of less than \$14,000.00 based upon cost levels prevailing on the date these covenants are recorded, if being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet.
6. The Architectural Control Committee is composed of (1) Ronald C. Palmer, 3457 West 4700 South, Salt Lake City, Utah, (2) Gary D. Palmer, 3755 South 3600 West, Salt Lake City, Utah, and (3) Charles R. Palmer, 3487 West 4700 South, 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. No building or the covered porches or pergolas thereof shall be erected or permitted at any point on any of said lots nearer than 25 feet nor farther than 40 feet from the front line of said lot as shown on the plat of record in the office of the County Recorder of Salt Lake County, Utah, and herein above referred to, except the street side of corner lots may be reduced to 20 feet provided that the required rear yard is contained opposite the 25 foot front yard to conform with the Salt Lake County zoning ordinances

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8. No building or the covered porches or pergolas thereof shall be erected, placed or permitted at any point on any of said lots, nearer than 8 feet to the side thereof and the total width of the two required side yards shall not be less than 16 feet; except that detached garages constructed 6 feet to the rear of the main building may be placed within 1 foot of the property line.
9. No residential structure shall be erected or placed on any of said lots which lot has an area of less than 6,000 square feet.
10. Easements for installation 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 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.
11. All construction on residential building lots shall be of masonry or frame construction and of new materials. Also, any frame construction constructed, on any lot must be covered with wood siding, asbestos siding, aluminum siding, wood or asbestos shingles, masonite, or masonite type panels.
12. No hospital or sanitarium shall be constructed or maintained on any of the lots and no building used or occupied in the care, lodging, or entertainment of persons suffering from disease shall be maintained, kept or permitted on any lots.
13. 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.
14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
15. 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.
16. The restrictions and covenants contained in paragraphs 12, 13 14 and 15 shall be perpetually appurtenant of said lots.
17. 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.
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 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 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.
19. No oil drilling, oil development operations, oil refining, quarrying 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.
20. It is expressly understood that said property has been platted and laid out as a choice and attractive residential district and that these covenants and restrictions are made for the benefit of the lots herein described and are to run with the land and shall inure to the benefit of and be binding on all parties or persons claiming under them until July 31, 2007, at which time such covenants and restrictions shall be automatically extended for



Method \_\_\_\_\_  
Reviewed Grantor \_\_\_\_\_  
Reviewed Grantor \_\_\_\_\_  
Notes \_\_\_\_\_