

RESTRICTIVE COVENANTS
PLEASANT VIEW SUBDIVISION
DAVIS COUNTY, UTAH
DATED: February 20, 1952
RECORDED: February 25, 1952
BOOK: 35 PAGE: 83
INSTRUMENT NO. 121936

RESTRICTION AGREEMENT

WHEREAS BUILTRITE HOMES, doing business in Salt Lake City, Salt Lake County, Utah is the owner of the following real estate:

One parcel of Land beginning at the North line of County Road, 1 rod North and 660' East from South quarter corner, Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian; thence North 1309'; thence East 165'; thence South 1309'; thence West 165'; containing 4.95 acres. Also, 1 adjacent parcel of land beginning at a point North line of County Road, 1 rod North and 825' East; thence North 1309'; thence East 66'; thence South 1309'; thence West 66'; containing 1.98 acres.

WHEREAS, the above-described lands have been platted according to law, and the plat thereof filed with the County Recorder of Davis County, Utah, to which plat references is made for identification of the areas and lots covered by this instrument; and

WHEREAS, BUILTRITE HOMES, as owner public and declare that the above-described real property is now and henceforward to be held and conveyed subject to the protective covenants, restrictions and reservations hereafter enumerated;

NOW, THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the land and every part thereof:

1. Persons Bound. Duration of Agreement.

These covenants and restrictions are to run with the land and all owners now or hereafter shall be taken to agree and covenant with BUILTRITE HOMES, its successors and assigns, to observe and conform of residences and improvements from this day until June 30, 1970. Thereafter, the covenants herein shall be automatically extended for successive ten (10) year periods, provided, that any of these covenants and restrictions may be changed or abolished whenever two-thirds of the owners of lots unite in signing, executing and recording with the Recorder of Davis County, Utah and agreement, resolution or stipulation to that effect.

2. Temporary Structures.

No temporary dwelling of any kind shall be erected or maintained on any premises included in this agreement.

3. Business Restriction.

No business, trade or manufacture of any sort or nature shall be conducted on the lands herein described.

4. Animals.

No livestock, poultry, or animals, save dogs and cats which are domestic pets of the owners of Lots shall be kept on these properties.

5. Erection Site. Materials.

All buildings shall be erected on the premises and from new materials.

6. Number of Residences per lot.

Not more than one residence or dwelling house shall be built or maintained on any lot.

7. Setback and sideyard.

The minimum setback from the front property line shall be twenty (20) feet. The minimum side yard shall be ten (10) feet.

8. Easement for Utilities.

The rear ten (10) feet of each lot are expressly reserved for installation and maintenance of utility services.

9. Penalty for Violations.

Should any owner violate, attempt to violate or permit the violation of any covenant or restriction herein, it shall be lawful for any other owner or tenant to restrain the violation or attempt by injunction, to recover damages or take other appropriate proceedings in equity or at law.

10. Separability.

If any part of this agreement be held invalid or unenforceable by judgment or court order, such holding shall not affect the remaining provisions which shall remain in full force and effect.
