

145470

*Buena Vista #3.*

RESTRICTIVE COVENANTS

Platted  Abstracted   
On 1/30/1914  
County of Davis, Utah

TO WHOM IT MAY CONCERN:

The undersigned owners have caused to be surveyed and platted the lands hereinafter described under the name of BUENA VISTA SUBDIVISION NO. 3, a subdivision of part of Section 26, Township 5 North, Range 2 West, Salt Lake Meridian, in the Town of Sunset, County of Davis, State of Utah; and have caused the same to be subdivided into lots, streets and public spaces, as shown in the plat thereof on file in the Office of the County Recorder of Davis County, Utah. The following is a particular description of the lands to be embraced within the aforesaid Subdivision:

All of Lots 1 to 95, BUENA VISTA SUBDIVISION NO. 3, according to the official plat thereof recorded in the office of Recorder in and for the County of Davis, State of Utah,

The owners declare that the aforesaid land shown on the plat above referred to, and above described, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until ten (10) years from date, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated 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, and either to prevent him or them from so doing or to recover damages or other dues for such violation. In any such action the successful party shall be entitled to recover his or their counsel fees.

3. 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.

4. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling or one two-family dwelling

*See Amendment in Book 136 Page 326*

cars, and other outbuildings incidental to residential use of the plot.

5. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design, with existing structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of E. Dean Allon, Dale Earls, Clayton Peterson, Robert Moulding, Dalbert Moulding, or by a representative designated by a majority of the members of said committee. In case any member of such committee shall die, resign, or become unable for any reason to continue service on such committee, the remaining members of such committee may fill the vacancy in their body so created, and may in the interim act as fully as if such vacancy were filled. An instrument, approving or disapproving any such design, or designating a representative, signed by a majority of such committee, shall be evidence of the action of the committee therein referred to or set forth. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after ten years from date hereof.

6. No building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line nor nearer than twenty (20) feet to any side street line.

7. No residential structure shall be erected on any building plot, which plot has an area of less than 6,000 square feet, or a width of less than sixty (60) feet at the front building line setback. Each residential lot as shown on the recorded plat shall be a minimum building site for a single family or two family dwelling.

8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any be done thereon which may be or become an annoyance or nuisance to the neighborhood.

permanently, nor shall any structure of a temporary character be used as a residence. No building erected outside the area of the recorded plat shall be moved onto the subdivision, or used on any lot of the subdivision, for dwelling or accessory building purposes.

10. The ground floor area of any dwelling, exclusive of one story open porches and garages, shall be not less than 800 square feet in the case of a one story structure nor less than 700 square feet in the case of a one and one-half or two story dwelling, provided, that in the case of two-family dwellings, each of the two-dwelling units shall have the minimum square feet area required therein.

11. No building, except detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than six(6) feet to any side lot line.

12. No animals or poultry or any kind of animals or poultry other than house pets shall be kept or maintained on any part of said property.

13. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back line established herein except upon approval by the architectural committee as provided herein.

14. No dwelling shall be erected to a height less than 10 feet.

15. The construction or maintenance of signs, billboards, or advertising structures, of any kind on any residential lot is prohibited, except that one sign advertising the rental or sale of property shown on the plat is permitted provided it does not exceed five (5) square feet in area.

IN WITNESS WHEREOF, the owners of the property described herein have caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1955.

MOULDING BROTHERS CONTRACTORS,  
A Partnership

By \_\_\_\_\_  
By \_\_\_\_\_

STATE OF UTAH     |  
                          |     SS.  
COUNTY OF DAVIS   |

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1955, personally appeared before me Delbert Moulding and Robert Moulding, who being by me duly sworn did say, each for himself, that they are co-partners of MOULDING BROTHERS CONTRACTORS, a Partnership, and that the within and foregoing instrument was signed in behalf of said Co-Partnership by authority of a Resolution of its By-Laws, and the said Delbert Moulding and Robert Moulding each duly acknowledged to me that said Co-Partnership executed the same.

SS.     "     10

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1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until ten (10) years from date, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated 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, and either to prevent him or them from so doing or to recover damages or other dues for such violation. In any such action the successful party shall be entitled to recover his or their counsel fees.

3. 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.

4. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling or one two-family dwelling not exceed two stories in height, and a private garage for not more than three (3)

*See Amendment in Book 136 Page 326*

cars, and other outbuildings incidental to residential use of the plot.

5. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design, with existing structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of E. Dean Allen, Dale Earls, Clayton Peterson, Robert Moulding, Delbert Moulding, or by a representative designated by a majority of the members of said committee. In case any member of such committee shall die, resign, or become unable for any reason to continue service on such committee, the remaining members of such committee may fill the vacancy in their body so created, and may in the interim act as fully as if such vacancy were filled. An instrument, approving or disapproving any such design, or designating a representative, signed by a majority of such committee, shall be evidence of the action of the committee therein referred to or set forth. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after ten years from date hereof.

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MOULDING BROTHERS CONTRACTORS,  
A Partnership

By \_\_\_\_\_  
By \_\_\_\_\_

STATE OF UTAH     )  
                          ) SS.  
COUNTY OF DAVIS    )

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1955, personally appeared before me Delbert Moulding and Robert Moulding, who being by me duly sworn did say, each for himself, that they are co-partners of MOULDING BROTHERS CONTRACTORS, a Partnership, and that the within and foregoing instrument was signed in behalf of said Co-Partnership by authority of a Resolution of its By-Laws, and the said Delbert Moulding and Robert Moulding each duly acknowledged to me that said Co-Partnership executed the same.

My Commission Expires:

NOTARY PUBLIC