

1770772

## DECLARATION OF BUILDING AND USE RESTRICTIONS

APR 6 1961

Recorded \_\_\_\_\_ at 1:52 P.M.  
 Request of \_\_\_\_\_  
 Fee Paid. Notice of Book,  
 Recorder, Salt Lake County, Utah  
 \$ 3.00 By \_\_\_\_\_ Dep.  
 Ref. \_\_\_\_\_

\*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 below as follows:

BENVIEW SUBDIVISION NO. 5, 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 # 1770385 in Book W of Plats, Page 69, 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 Benview Subdivision No. 5 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 twenty-five (25) 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 then 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 two (2) cars. No animal or fowl shall be housed, maintained or kept on any of the lots except household pets.

3. SET-BACK OF IMPROVEMENTS AND APPURTENANCES: No building shall be erected on any of said lots nearer than twenty-five (25) feet to the front curb line, nor nearer than eight (8) feet to any side line. The side line restriction 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 8,000 sq. ft. and the width of any lot at the building set back line shall not be less than 60 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 be or become an 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 buildings.

6. PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED: No building shall be placed or erected on any lot until the design and location have been approved, in writing, by a committee composed of Durmont Holmberg, Arch Coats, Jim Pappas, G. R. Harmon. In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision.

7. BUILDINGS PERMITTED: The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than nine hundred (900) sq. ft., in the case of one-story single family dwellings, and not less than eight hundred (800) sq. ft. in the case of one and one half or two story single family structure. (See paragraph - Use of Land.)

8. EASEMENT FOR UTILITIES: An easement is reserved over the rear five (5) feet of each lot, and as otherwise indicated on recorded plat, for utility installation and maintenance,

DECLARATION OF BUILDING AND  
USE RESTRICTIONS - continued  
Entry No.

9. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building 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 restriction herein contained shall be personally binding on any person, or persons or corporation, 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 actions for damages and the failure of the undersigned, Midwest Realty & Finance, Inc. or the owner or 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.

MIDWEST REALTY & FINANCE, INC.

By Floyd Bendixsen  
Floyd Bendixsen  
By G. R. Harmon  
G. R. Harmon, President

By W. H. Bertoch  
Clara Bendixsen  
W. H. Bertoch, Secretary

STATE OF UTAH )  
(ss.  
County of Salt Lake )

On the 5TH Day of APRIL, A. D. 1961, personally appeared before me the signers of the within instrument, Floyd Bendixsen and Clara Bendixsen, who duly acknowledged to me that they executed the same.

G. O. Wood  
Notary Public

My commission expires MAY 19, 1962  
My residence is SALT LAKE

STATE OF UTAH )  
(ss.  
County of Salt Lake )

On the 5TH day of APRIL A. D., 1961, personally appeared before me, G. R. Harmon and W. H. Bertoch, who being by me duly sworn did say, each for himself, that he, the said G. R. Harmon is the president, and he, the said W. H. Bertoch 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 G. R. Harmon and W. H. Bertoch each duly acknowledge to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

G. O. Wood  
Notary Public

My commission expires MAY 19, 1962  
My residence is SALT LAKE