

1279488

Recorded MAR 20 1952 at 4:30 p.m.
Request of CW Gibby
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 6.00 By JM Ogden Deputy
Book 917 Page 281 Ref. 3729 M's Call St SLC #6
DEDICATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the following described property situate in Salt Lake County, Utah, to-wit:

All of Lots 1 to 13, HOLLADAY ACRES, according to the plat thereof recorded in the office of the County Recorder of said County; are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

1. PERSONS BOUND BY THESE RESTRICTIONS:

These covenants and restrictions are to run with the land and all persons, corporations or associations who now own or shall hereafter acquire any interest in any of the land hereinbefore described shall be taken and held to agree and covenant with the owners of said land or any part thereof and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period from the date hereof to January 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the then owners of not less than seven of said lots it is agreed to change or terminate said covenants in whole or in part.

2. USE OF LAND: COST:

None of said land or fraction thereof shall be improved, used or occupied other than as a private residence and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon, provided that the office of a physician, dentist, musician or other professional person when located in his or her dwelling may be permitted.

No residence erected or maintained thereon shall be designed for or occupied by more than 1 family and each residence shall be a detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

No dwelling having a ground floor area of less than 1000 square feet in the case of a one story structure nor less than 800 square feet in the case of a one and one half story structure, shall be erected wholly or partly thereon.

No coops or other outbuildings shall be erected on any lot, unless approved by the owners of adjoining lots.

3. DWELLING SET BACK AND FREE SPACE:

No building shall be located on any residential building plot nearer than 30 feet to the front lot line nor nearer than 12 feet to any side street. The total side yards shall not be less than 20 feet and no building shall be located nearer than 8 feet to any side lot line, except a detached garage. All detached garages must be located at least 55 feet from the front lot line and when placed on corner lots must be set back at least 15 feet from the side street property line.

4. EASEMENT:

An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

5. SEWAGE DISPOSAL:

Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by a health authority.

6. TEMPORARY RESIDENCES PROHIBITED:

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. NUISANCES:

No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. COMMITTEE:

No building or structure 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 buildings 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 of three members designated by the then owners or owner of not less than a majority of the plots in the subdivision.

In the event said committee fails to approve or disapprove such design and location within 30 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 shall not be required, and this covenant shall be deemed to have been fully complied with. Such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on and after January 1, 1962.

Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then owners of record of not less than a majority of the lots in this subdivision and duly recorded continuing this covenant for an additional period.

"Committee" as used in this section also includes any representative designated by a majority of the members of the committee referred to in paragraph one of this section.

9. SIGNS:

No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected except a professional sign for those persons named in Section 3.

10. VIOLATIONS AND DAMAGES:

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 development or 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.

11. SAVING CLAUSE:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated at Salt Lake City, Utah, this ___ day of March, A.D. 1952.

Merrill S. Budge
Merrill Skinner Budge

Mercedes S. Budge
Mercedes S. Budge

Norman J. Smith
Norman J. Smith

Gertrude M. Smith
Gertrude M. Smith

Judith E. Drey
~~Judith E. Drey~~

Frank A. Buckhorn
~~Frank A. Buckhorn~~

Martha A. Buckhorn
~~Martha A. Buckhorn~~

Boyd Nash Healey
Boyd Nash Healey

Virginia Healy
Virginia Healy

Victor J. Duke
Victor J. Duke

Emma Jean Duke
Emma Jean Duke

Don F. Parker
Don F. Parker

Viola Parker
Viola Parker

C. W. Gibby
C. W. Gibby

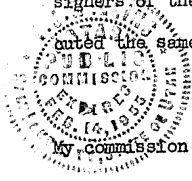
Sarah Gibby
~~Sarah Gibby~~

James R. Smith
James R. Smith

Estella A. Smith
Estella A. Smith

STATE OF UTAH,)
)SS
County of Salt Lake,)

On the 20th day of March, A.D. 1952 personally appeared before me Victor J. Duke and Emma Jean Duke, his wife, Don F. Parker and Viola Parker, his wife, C. W. Gibby and Sarah Gibby his wife, James R. Smith and Estella A. Smith, Merrill Skinner Budge and Mercedes S. Budge, his wife, Norman J. Smith and Gertrude M. Smith, his wife, ~~Judith E. Drey, Frank A. Buckhorn and Martha A. Buckhorn, his wife,~~ Boyd Nash Healey and Virginia Healy, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.



Victor J. Duke
NOTARY PUBLIC, residing at
Salt Lake City, Utah