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Corrollia S. Lund, Recorder S. L. County, Utah

Corrollia S. Lund

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned U. S. Livingston and Erna N. Livingston, his wife, Earl R. Belnap and Myrtle Belnap, his wife, W. A. Livingston and Viola P. Livingston, his wife, of Salt Lake County, State of Utah, are the owners of a certain tract of land, situate in Salt Lake County, State of Utah, described as follows:-

All of Holladay Heights.

NOW THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of the lots or parcels of land within the said subdivision, the said owners, do hereby covenant and agree with all persons who may become owners of lots or parcels of land within said subdivision and their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of the said lots shall be held and enjoyed by all persons who may become the owners thereof, and each of them, and their and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants running with the land and binding upon each and every owner thereof, to-wit:

The aforesaid described property shall be known as a Residential District and all lots within the boundaries of the same shall be known and designated as Residential Lots. No structure shall be erected on said lots other than one single family dwelling on each of said lots not to exceed two stories in height and a one or two car garage. No building shall be erected on any lot nearer than 35 feet from the front lot line, nor nearer than 10 feet to any side lot line. However the side line restrictions shall not apply to a garage located in the rear of the residence. No chicken coop shall be erected on any lot with an area of more than 480 square feet nor nearer than 10 feet from any lot line nor more than one-story in height.

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

No race or nationality other than the Caucasian shall use or occupy any dwellings on any lot except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

No trailer, basement, tent, shack, garage, barn, chicken coop or other out-building 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.

No structure shall be moved on to any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdividers or elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within thirty days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee no dwelling will be permitted on any lot in said tract with a ground floor square foot area of less than 900 square feet in the case of a one story structure, nor less than 600 square feet in the case of a one and one-half or two story structure.

(Continued)

In addition to easements shown on plat a perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

No trash, ashes or any other refuse may be thrown or dumped upon any lot in the subdivision.

No provision shall be made on any building plot for the raising of poultry or the housing of cows, horses, or other livestock, except with the written approval of the committee herein referred to, provisions may be granted for the maintenance and housing of not more than two riding horses upon any one building plot.

Covenants and restrictions herein are to run with the land and shall be binding on the parties and all persons claiming under them until May 1, 1970 at which time covenants and restrictions shall terminate unless renewed by a majority of persons owning lots in said development or subdivision.

If the parties hereto, or any of them, heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before May 1, 1970 it shall be lawful for any person or persons owning any lot 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 or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

IN WITNESS WHEREOF the owners of the said real property have caused these presents and this instrument to be executed this 6th day of September A. D., 1946.

Signed in the Presence of:

[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the sixth day of September A. D., 1946 personally appeared before me U. S. Livingston and Erma N. Livingston, his wife, Earl R. Belnap and Myrtle Belnap, his wife, W. A. Livingston and Viola P. Livingston, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC
Residing at Salt Lake City, Utah.

My Commission Expires:

Jan 22, 1950