

Recorded at Request of Miss Martha Jensen SEP 21 1946  
at 12:10 PM Fee paid \$ 2.50 Cornelia S. Lund, Recorder S. L. County, Utah  
By Cornelia S. Lund Book 47 Page 63 Ref: 236-266-5  
Misc Index # 3

1057698

RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR  
HALCYON SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the following restrictions are hereby created and declared to be covenants running with the title and land constituting the said Halcyon Subdivision and each and every part thereof, and the above referred to is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth.

1. DEFINITION OF TERMS USED:

That for the purpose of these restrictions the word "STREET" shall mean any street of whatever name, which is shown on the plat of Halcyon Subdivision and which has been dedicated to Salt Lake County for the purpose of Public Streets.

The work "LOT" shall mean any lot as platted or any tract of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted and upon which a residence may be erected in accordance with the restrictions hereinafter set forth.

2. PERSONS BOUND BY THESE RESTRICTIONS:

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the lots in the subdivision shall be taken and held to agree and covenant with the owners of the lots shown on this plat and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of Thirty (30) years from the second day of August, 1946, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

3. USE OF LAND:

All lots in the tract shall be known and described as Residential lots. No structures shall be created, altered, or permitted to remain on any lot if it exceeds two and one-half stories in height.

4. COMMITTEE:

No building shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved by a neighborhood committee which shall be appointed by the owners of the majority of lots which are subject to the covenants herein set forth. Provided, however, that if such committee fails to approve or disapprove such designs and location within 30 days after said designs have been submitted to it or if no suit to enjoin the erection of such building or making of such alterations has been commenced by the completion thereof, such approval will not be required. (NOTE: The manner of appointment of said committee, its powers and authority, its continuation and the manner in which it shall be recorded on a separate instrument. Each such instrument shall be equal to the number of lots in the subdivision.)

5. DWELLING SET BACK AND FREE SPACE:

No building shall be erected on any building plot nearer than 25 feet to any street, alley or easement, and nearer than eight feet to any other building.

6. SIZE OF LOTS:

No building shall be erected on any building plot less than 25 feet wide and 30 feet deep.

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8. OWNERSHIP AND OCCUPANCY:

No lots shall be sold nor shall any residence be occupied by any person or persons other than the caucasian race, except employees of owners who may dwell in servants quarters.

9. TEMPORARY RESIDENTS PROHIBITED:

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

10. COST AND SIZE:

No dwelling costing less than \$6,500.00 shall be permitted on any lot in the subdivision. The ground floor area of the main structure exclusive of open porches and garages, shall not be less than 900 square feet.

11. UTILITY EASEMENT:

A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

12. COMMERCIAL AREA:

The district is not intended to be used for a commercial area; therefore, livestock and fowls raised for this purpose will not be permitted in the area. (This does not prohibit raising of small birds, fowls, or animals as pets or as a special hobby. However, the housing of such pets must be so constructed that it will not be unsightly or a nuisance in the area).

13. VIOLATIONS AND DAMAGES:

If the parties hereto or any of them, their heirs, or assigns, shall violate or attempt to violate any of the covenants herein mentioned 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 in violation any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

14. SAVING CLAUSE:

Invalidation of any one of these covenants by judgement 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 all of said platted lots and the tract of real estate herein above mentioned have caused these presents to be executed this 2nd day of August 1946.

*Major O. Simmons*  
*Evelyn H. Simmons*

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On this 14th day of Sept. in the year one thousand nine hundred and forty six

before me, **VERNON G. BROWN**

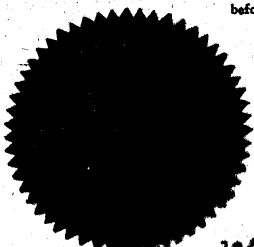
and for said County and State, residing at \_\_\_\_\_, duly qualified and acting as a Notary Public

**Major O. Simmons** and **Evelyn H. Simmons**

known to me to be the persons named in, whose names are subscribed to and who have acknowledged to me that they executed the foregoing instrument

and that they executed the same for the purposes and consideration therein expressed

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office in said County and State, this 14th day of September, 1946.



My Commission Expires 12/31/47  
FORM 103 - R. C. FOX, 1937 CHANGE BY \_\_\_\_\_, 1946  
GENERAL ACKNOWLEDGMENT

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