

1772861

MAIL TO: HOLMES & JENSEN
P. O. BOX 721

BOOK 1797 PAGE 192
Recorded APR 18 1961 at 12:21 P.M.
Request of Holmes & Jensen
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 5.00 By J. Arachno Deputy
Ref. P.O. Box 721

DECLARATION OF RESTRICTIONS

WHEREAS, a subdivision known as HOLLADAY HIGHLANDS SUBDIVISION #3, has been created and a plat thereof recorded on September 2, 1960, Entry No. 1734811, in Book "V" of Plats, page 53, in the office of the Salt Lake County Recorder,

WHEREAS, the owners are desirous of creating restrictions and covenants affecting said property. Now therefore, in consideration of the premises and as a part of the general plan for the improvement of Holladay Highlands Subdivision #3, the owners do hereby declare the property subject to blanket encumbrance upon said property or any part thereof and all conveyances of said property or any part thereof, shall be subject to said restrictions which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, its successors and assigns and grantees, who are or become owners of any lots in said subdivision. The restrictions are as follows:

- A. All lots in the tract shall be known and described as residential lots.
- B. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than detached single family dwellings or detached two family dwellings not to exceed two stories in height and a private garage for not more than three(3) cars and other structures as provided in Paragraph E. Said dwellings shall contain not less than 1200 square feet of livable floor area.
- C. No building, outhouse, garage, fence wall, fence, retaining wall or other structure of any kind shall be erected, constructed, placed, or maintained on said real property or any part thereof, nor shall there be any changes made to the exterior by way of alteration, addition, repairing, remodeling, or adding, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications therefore, including front, side and rear elevations and floor plans for each floor and basement and two plot plans indicating and fixing the exact location of said structure or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval and approved in writing by a committee, which is provided for in Paragraph E.
- D. When the construction of any building on any lot is once begun work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this Declaration.
- E. The building and architectural committee shall be composed of Edward J. Holmes, Grant S. Jensen and Reginald Beales, or by a representative designated by a majority of said committee. In the event of death or resignation of any member of said committee the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said Committee, or its designated

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representative, fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it, 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 January 1, 1985. 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 record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee. It is the intent of these Deed Restrictions to define the name 'Committee' wherever it appears in the Deed Restrictions, to mean the Building and Architectural Committee referred to in this paragraph.

F. No building shall be located nearer than twenty feet to the front lot line or nearer than six feet to the side lot line. On corner lots, no building shall be located nearer than twenty feet to the front lot line or nearer than twelve feet to the side street line. No building except a detached garage or other outbuilding located seventy feet or more from the front lot line shall be located nearer than six feet to any side lot line.

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

H. 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 structure of a temporary character be used as a residence. Nor shall any house be moved upon any lot or any part of a lot in this subdivision unless permission is given by the committee mentioned in paragraph E.

I. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasant, game birds, game fowl, or poultry (except as in paragraph J hereof permitted) shall be kept or maintained on any part of said property.

J. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lots, but not for any commercial use or purpose. The committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose unless and until authorized in writing by the committee, and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or other noisy fowl be kept for any purpose on any lot.

K. Easements for public utilities installation and maintenance, irrigation ditches, drainage and waste water facilities are hereby reserved over and across all lots as shown upon the recorded plat. Agents maintaining, repairing, re-

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placing or servicing any of the utilities or facilities as mentioned in this paragraph, shall have free access to the property described in the easements.

L. No signs, billboards, or advertising structures may be erected or displayed on any of the 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, nor shall any trash, ashes or any other refuse be thrown or dumped on any lot or any part thereof.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then record owners of the lots it is agreed to change said Covenants in whole or in part.

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 violations.

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.

The restrictions herein contained shall be known to be in addition to and not to conflict with the zoning ordinance now in effect as enacted by Salt Lake County.

In witness whereof, the owners have hereunto signed their names, this tenth day of April, 1961.

Holmes and Jensen, Inc.

Edward J. Holmes
Pres.

Edward J. Holmes
Edward J. Holmes

Helen J. Holmes
Helen J. Holmes

Grant S. Jensen
Grant S. Jensen

Maxine B. Jensen
Maxine B. Jensen

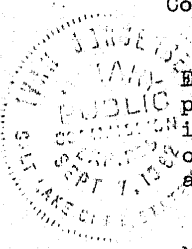
Beth B. Wayman
Beth B. Wayman

William L. Wayman
William L. Wayman

Alice I. Wayman
Alice I. Wayman

Bertha V. Wright
Bertha V. Wright

STATE OF UTAH)
County of Salt Lake) ss.

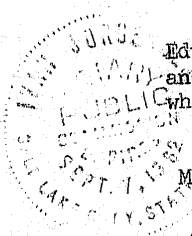


On the tenth day of April, 1961 personally appeared before me Edward J. Holmes, who being by me duly sworn did say that he is the president of Holmes and Jensen, Inc. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Edward J. Holmes acknowledged to me that said corporation executed the same.

My commission expires
Sept. 7-1962.

Grant S. Jensen
Notary Public

STATE OF UTAH)
County of Salt Lake) ss.

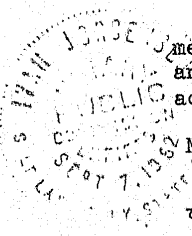


On the tenth day of April, 1961, personally appeared before me Edward J. Holmes and Helen J. Holmes, his wife, and Grant S. Jensen and Maxine B. Jensen, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires
Sept. 7-1962

Grant S. Jensen
Notary Public

STATE OF UTAH)
County of Salt Lake) ss.



On the 10 day of April 1961, personally appeared before me William L. Wayman and Alice I. Wayman, his wife, Bertha V. Wright, and Beth B. Wayman, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires
Sept. 7-1962.

Grant S. Jensen
Notary Public