

Recorded at Request of SECURITY TITLE CO. (Order No. 43953) FEB 27 1952  
at 3:38 P.M. Fee Paid \$22.00 Hazel Taggart Chase Recorder Salt Lake County, Utah  
By: *W. D. Young* Deputy Book 912 Page 586 Ref. *1276846*  
Return to: *W. D. Young*

1276846

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 6, both inclusive, of MARKLYN HEIGHTS, 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:

(a) All of Lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling, and a one or two car garage.

(b) No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

(c) Not more than one dwelling shall be erected on any one building lot.

(d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used a residence.

(f) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet.

(g) An easement is reserved over the rear 5 feet of each lot for irrigation ditches and utility installation and maintenance.

(h) 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.

(i) 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 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(j) 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.

(k) 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.

Dated at Salt Lake City, Utah, this 11th day of February, A. D.  
1952.

MARKLYN, INCORPORATED  
BY

ATTEST:

Wayne B. Garff  
SECRETARY

G. Lynn Garff  
PRESIDENT

Waldemar P. Arlt

Shirley W. Arlt

STATE OF UTAH,  
ss.

County of Salt Lake,

On the 11th day of February, A. D. 1952 personally appeared before me G. Lynn Garff, president, and Wayne B. Garff, secretary who being by me duly sworn did say, each for himself, that he, the said G. Lynn Garff is the president, and he, the said Wayne B. Garff is the secretary of Marklyn, 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. Lynn Garff and Wayne B. Garff each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Lucille R. Wright  
NOTARY PUBLIC

My commission expires Dec. 10, 1955 My residence is Salt Lake City, Utah

STATE OF UTAH, }  
County of Salt Lake, ) ss

On the 11th day of February A.D. 1952 personally appeared before me WALDEMAR P. ARLT and THEIMA W. ARLT, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Lucille R. Wright  
NOTARY PUBLIC

My commission expires Dec. 10, 1955. My residence is Salt Lake City, Utah.