

PROTECTIVE COVENANTS  
OF THE JUDGE HOLBROOK SUBDIVISION  
Located on Sixth North St., Bountiful, Utah.

KNOW ALL MEN BY THESE PRESENTS:

That these covenants are drafted this 20th day of April, 1942, by L. R. BENOIT and NORMA S. BENOIT, his wife; ELDEN SCHOW and ALCEDENE SCHOW, his wife, JANE ANN HOLBROOK, HATTIE HOLBROOK and ARIAL G. FUNK, of Bountiful and Salt Lake City, Utah.

That these covenants apply to the JUDGE HOLBROOK SUBDIVISION of Bountiful, contain 5.39 acres, more or less, which is divided into 20 residential building lots, and which subdivision is described as follows:

Beginning on the West side of a certain 4 rod street at a point which bears North 39° 49' West 191.25 ft. and North 16' East 996.1 feet from City monument indicating the intersection of 4th North & 1st East Streets, Bountiful City survey, and running thence North 16' East 336.5 feet; thence North 39° 29' West 654.5 feet; thence South 16' West 339.2 feet; thence South 39° 43' East 654.5 feet to beginning.

All the lots in said subdivision shall be known and described as residential lots. No structures shall be erected, altered placed or permitted to remain on any residential lot other than one detached single-family dwelling house, except that on Lots 18 and 19 a duplex house and a four car garage may be built, and except that present buildings in said subdivision shall be allowed and permitted to remain.

No building shall be erected, placed or altered on any lot in this Subdivision until the building plans, specifications and plot plan showing the locations of such buildings have been approved in writing by a majority of a committee composed of L. R. BENOIT, HATTIE HOLBROOK and ARIAL G. FUNK, or their authorized representative for conformity and harmony of external design with existing structures in the subdivision, and as to location of the buildings with respect to property and building set back lines. 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 representative, 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 will not be required and this Covenant will be deemed to be 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 1st 1943. 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.

No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 12 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more

from the front lot line, shall be located nearer than 8 feet to any side lot line.

No residential structure shall be erected or placed on any building plot which plot has an area of less than 8,000 square feet or a width of less than 66 feet at the front building set back line.

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

No trailer, basement, shack, tent, 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.

No dwelling costing less than \$3,000. shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 700 square feet.

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

Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the 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 first been passed through an absorption field approved by the health authority.

These covenants are to run with the land and are to be binding on all the parties and on all persons claiming under them until January 1st 1966, at which time said covenants shall be automatically continued for successive periods of ten years, unless by a vote of the then majority of owners of said lots it is agreed to change said covenants.

If any of the parties hereto shall violate or attempt to violate any of the covenants herein, or should the successors in interest of such parties do so, it shall be lawful for any lot owner in this tract to prosecute any proceedings at law or equity against such violators, and either to prevent him from so violating or to recover damages for such violation.

Invalidation of any one of these covenants by court order or judgement shall not effect any other provision or covenant herein.

EXECUTED the day first above written.

Norma S. Benoit  
Alceodene H. Schow  
Hattie Holbrook  
A. G. Funk  
L. R. Benoit  
Elden Schow  
Jane Ann Holbrook

STATE OF UTAH        )  
                          : SS:  
COUNTY OF DAVIS    )

On this 22nd day of April, 1942, personally appeared before me L. R. BENOIT and NORMA S. BENOIT, his wife, ELDEN SCHOW and ALCEDENE SCHOW, his wife; JANE ANN HOLBROOK, HATTIE HOLBROOK, and ARIAL G. FUNK, the signers of the within instrument, who duly acknowledged to me that they executed the same.



My commission expires  
March 17th 1946.



Wendell B Hammond  
NOTARY PUBLIC  
Residing in Bountiful  
Utah

Recorded May 14, 1942 at 10:35 A.M.

Abstracted

*Judge Holbrook*

*Wendell B Hammond*  
County Recorder

No. 80228

ASSUMPTION AGREEMENT

Whereas, Howard Thomas and Mary Thomas, his wife, under date of June 28, 1941, made, executed and delivered to Barnes Banking Company, a corporation, a certain mortgage for \$3400.00 covering the following described premises situated in Davis County, Utah, to-wit:

Beginning 111.5 feet West from the Northeast corner of Block 18, Plat "A", Kaysville Townsite Survey, running thence West 152.5 feet to the Northwest corner of said block; thence South 64 feet; thence East 152.5 feet to a point directly south of beginning, thence North 64 feet to beginning, containing .22 of an acre, more or les less, situated in Section 34, Township 4 North, Range 1 west, Salt Lake Meridian, U. S. Survey.

which said mortgage was recorded July 7, 1941 in Book 1-W of Mortgages, page 173 in County Recorders office, Davis County, Utah and

Whereas, under date of July 7, 1941, the said Howard Thomas and Mary Thomas the owner of said property, conveyed said premises by Warranty Deed to Howard B. Linford and Lillian O. Linford, which said Warranty Deed was recorded May 15, 1942 in Book 1-U of Deeds, filing #80227 in the said County Recorder's office of Davis County, Utah, in which said deed the said Howard B. Linford and Lillian O. Linford assumed and agreed to pay the balance of said mortgage then amounting to \$3,400.00, and

Whereas, the said Howard B. Linford and Lillian O. Linford desire to carry the original loan as an insured mortgage with the Federal Housing Administration and in order that said insured mortgage may be so carried, it is necessary for the said Bank to release the original mortgagors and hold the Grantees under said deed, the said Howard B. Linford and Lillian O. Linford.

Now, therefore, In consideration of \$1.00 and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in further consideration of the release of said Howard Thomas and Mary Thomas, the original mortgagors, and of the carrying of said mortgage by said Bank as against the said Howard B. Linford and Lillian O. Linford, the said Howard B. Linford and Lillian O. Linford have assumed and agreed to pay and by these presents do hereby assume and agree to pay the balance of said original mortgage in the sum of \$3265.10 as of May 5, 1942 and in said assumption agree to pay said principal amount with the accrued interest and other charges in the manner and form provided by said original mortgage.

Witness our hands and seal this 7th day of May, 1942.

Howard B. Linford

Lillian O. Linford

Subscribed and sworn to by Howard B. Linford and Lillian O. Linford