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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LARRY HOFFMANN
2956 E OAK PARK LN
SLC UT 84117
BY: ZJM, DEPUTY - WI 11 P.

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
HOLLADAY PARK EAST

THIS DECLARATION is made this 1st day of June, 2002 by
Holladay Park East Homeowners Association, Inc., hereinafter referred to
as "Declarant".

WITNESSETH

WHEREAS, Declarant represents the Owners of certain property
(herein the "Lots") in Holladay, Salt Lake County, State of Utah, more
particularly described as follows:

**All of Lots 1-6, and parcel #185 (the private road) of
Holladay Park East according to the official plat
thereof filed with the Salt Lake Count Recorder in
Salt Lake County, Utah.**

WHEREAS, Declarant intends that the Lots, and each of them,
together with Common Easements as specified herein, shall be subject to
the covenants, conditions, restrictions, reservations, assessments,
charges, and liens herein set forth, which restate and follow on to those
established in the original Declaration made on the 1st day of October,
1992 by Bach Development, the original Declarant.

NOW, THEREFORE, Declarant hereby declares, for the purpose of
protecting the value and desirability of the Lots shall be held, sold,
conveyed, subject to the following easements, restrictions, covenants,
and conditions, which shall run with the Lots, and be binding on all
parties having any right and/or interest in the Lots or any part thereof,
their heirs, successors, and assigns, and shall insure to the benefit of
each Owner thereof.

**ARTICLE I
ARCHITECTURAL CONTROL**

Section 1. The Architectural Control Committee shall be
composed of the Trustees of Holladay Park East Homeowners
Association, Inc. A majority of the committee may designate a
representative of the committee, the remaining members of the
committed shall have full authority to select a successor. Neither
members of the committee, nor its designated representatives shall

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be entitled to any compensation for services performed pursuant to this covenant.

Section 2. The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans in letter form. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence.

Section 3. No building, fence, wall or other structure shall be commenced erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials exterior color combination, and location of the same shall have been submitted to and approved in writing as to the harmony of the exterior design and location in relations to the surrounding structures and topography by the Architectural Control Committee.

ARTICLE II **RESIDENTIAL AREA COVENANTS**

Section 1. Quality

1. No Lot shall be used except for-residential properties.
2. Each dwelling must have an attached garage for a minimum of 2 cars and may have a detached garage with a maximum of 4 vehicles; provided that neither encroaches upon any easement.
3. Each dwelling must have a masonry exterior with all brick, or brick and stucco, or rock and stucco, or as otherwise approved by the Architectural Control Committee.
4. All Construction is to be comprised of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee.
5. There shall be no more than two dwellings of the same style in a sequence throughout the subdivision.

Section 2. City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Holladay, Salt Lake County and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances..

Section 3. Easements. Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change, damage, or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Temporary Structures. No structures of a temporary character, i.e., trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily, or permanently.

Section 6. Garbage and Refuse Disposal. No Lot shall be maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

Section 7. Neighborhood Association. All Lot owners must agree to join Holladay Park East Homeowners Association in order to maintain private road and all other common areas.

ARTICLE III GENERAL PROVISION

Section 1. Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least four

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(4) out of the six (6) lot owners in the subdivision, which vote shall be taken at a duly called meeting. Any amendment approval shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 18 day June, 2002.

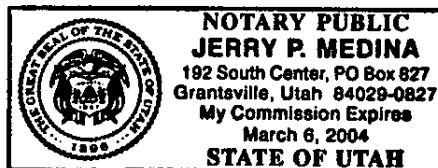
DECLARANT:

Holladay Park East Homeowners Association, Inc.

By : Lawrence E. Hoffmann
Lawrence E. Hoffmann
President

STATE OF UTAH) County of Salt Lake)

The foregoing instrument was acknowledged before me this 18 day of June, 2002 by the above Declarant of the Holladay Park East Subdivision.



Jerry P. Medina
Notary Public

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the _____ day of _____, 20_____.

Lot 2, 2949 East Oak Park Lane

Owner *(Unoccupied and in foreclosure)*

STATE OF UTAH) County of Salt Lake)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by the above Declarant of the Holladay Park East Subdivision.

Notary Public

8K8612PG08116

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 19 day June, 2002.

Lot 2, 29512 East Oak Park Lane

Owner: Gil Ruiz

STATE OF UTAH) County of Salt Lake)

The foregoing instrument was acknowledged before me this 19 day of June, 2002 by the above Declarant of the Holladay Park East Subdivision.

Stephanie N. Carlson
Notary Public



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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 18 day June, 2002.

Lot 3, 2956 East Oak Park Lane

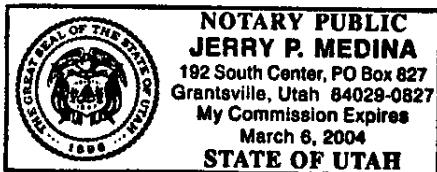
Owner:

Lawrence E Hoffmann Lawrence E. Hoffmann, and

Ruth A. Hoffmann Ruth A. Hoffmann

STATE OF UTAH) County of Salt Lake)

The foregoing instrument was acknowledged before me this 18 day of June, 2002 by the above Declarants of the Holladay Park East Subdivision.



Jerry P. Medina
Notary Public

8K8612PG0818

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 20 day June, 2002.

Lot 4, 2960 East Oak Park Lane

Owner: Cindy Wood Cindy Wood

STATE OF UTAH) County of Salt Lake)

The foregoing instrument was acknowledged before me this 20 day of June, 2002 by the above Declarant of the Holladay Park East Subdivision.

Stephanie N. Carlson
Notary Public



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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 19 day June, 2002.

Lot 5, 2964 East Oak Park Lane

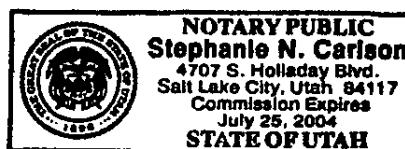
Owner:

Sheldon L Smith  and

Diania J. Smith 

STATE OF UTAH) County of Salt Lake)

The foregoing instrument was acknowledged before me this 19 day of June, 2002 by the above Declarants of the Holladay Park East Subdivision.



Stephanie N. Carlson
Notary Public

BK8612PG0820

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 19 day June, 2002.

Lot 6, 2980 East Oak Park Lane

Owner:

Nader Naderi

and

Vicky Naderi

Maria Victoria Naderi

STATE OF UTAH) County of Salt Lake)

The foregoing instrument was acknowledged before me this 19 day of June, 2002 by the above Declarants of the Holladay Park East Subdivision.



Stephanie N. Carlson
Notary Public

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BLK, LOT-QUAR	PARCEL NUMBER	OBSOLETE?	
BLK	LOT/QUAR	IND FLG	
L	1	22-11-376-026-0000	NO
L	2	22-11-376-027-0000	YES
L	2	22-11-376-030-0000	NO
L	3	22-11-376-028-0000	YES
L	3	22-11-376-031-0000	NO
L	4	22-11-376-029-0000	YES
L	4	22-11-376-032-0000	NO
L	5	22-14-126-015-0000	YES
L	5	22-14-126-018-0000	NO
L	6	22-14-126-016-0000	YES
L	6	22-14-126-019-0000	NO
L	7	22-14-126-017-0000	YES
L	ST	22-11-376-033-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RX