

1095217

Recorded at Request of Brockbank Realty SEP 17 1947

at 2:30 P M Fee paid \$ 3.50 Hazel Taggart Chase, Recorder Salt Lake County, Ut

By E. J. Schmitt, Dep. Book 561 Page 170- Ret. 836-276-8

*16 Exchange Place
Miss Shubert #3*

BERNARD P. BROCKBANK

-to-

RESTRICTION AGREEMENT

Whom It May Concern

WHEREAS, Bernard P. Brockbank, with his principal place at Salt Lake City, Utah is the owner of the following described property situate in Salt Lake County, State of Utah, to-wit:

All of Millbrook Heights, a subdivision, as recorded in the office of the County Recorder of Salt Lake County, State of Utah.

WHEREAS, Bernard P. Brockbank, as the owner of the real estate herein described, desires to place restrictions against the title to said real estate:

NOW THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof and the undersigned owner hereby declares that the aforesaid land above referred to is to be held and should be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

1. 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 land hereinbefore described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their, 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 from date hereof to April 1, 1997, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part, provided; that the owners of three-fourths of the property may release any or all of the land hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying with particularity the restriction or restrictions released and by filing said agreement with the office of the Salt Lake County Recorder, at any time after April 1, 1987. Provided further, that a release of restrictions may be made in accordance with the fore going provisions at any time after April 1, 1972 if all of the then owners of said property join in said agreement.

2. OWNERSHIP AND OCCUPANCY. No race or nationality other than the Caucasian race, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

3. USE OF LAND; BUILDING COST RESTRICTION. That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy of not more than one family and shall be a

detached single family dwelling and a private garage. Any single family residence erected on said lands shall not cost less than \$12,000.00 and the ground floor square foot area of the main structure, exclusive of one story open porches and garages, if the residence is one story, shall not be less than 1300 square feet. If the residence is higher than one story there shall not be less than 1000 square feet on the ground floor exclusive of the porches and garages heretofore mentioned, provided that should the time come when a residence meeting the minimum area requirements and all other requirements contained in these restrictions, and which will conform to the general quality of the homes previously constructed, can be built for less than the \$12,000.00 above mentioned, approval to build such residence may be granted by Bernard P. Brockbank upon written application to him or his successor in interest, and if he or his successor is unable to act, said application shall be submitted to the committee designated and acting in accordance with the provisions of paragraph 8. Such approval must be given in writing. No barn, coop, shed, sty or building of any other type shall be constructed for the purpose of housing pigs, cows, horses or poultry and none of the foregoing shall be kept or housed on the aforesaid property.

4. DWELLING SET BACK AND FREE SPACE. All buildings shall be erected nearer than 35 feet to the front line of the individual building lot, nor shall any building be built closer than 8 feet to the nearest property line nor nearer than 15 feet to any side streetline.

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

6. NUISANCES. No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done there which is or may become an annoyance or nuisance to the neighborhood.

7. BILLBOARDS AND ADVERTISING PROHIBITED. No billboards, advertising boards or posting displays will be permitted to be constructed or maintained upon any property within this tract.

8. REVIEW OF PLANS AND SPECIFICATIONS. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and a plot plan showing the location of such building, have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by Bernard P. Brockbank or his successor in interest, however, if Bernard P. Brockbank is unable to act, Elbert G. Adamson will have the right to approve his own plans and specifications on lots that he owns. On all other lots should Bernard P. Brockbank or his successor be unable to act for any reason, a committee of three members may be chosen from the then property owners by a two-thirds vote for each member so chosen. Replacements on said committee shall be chosen in the same manner as the original membership. 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 have been fully complied with. Neither Bernard P. Brockbank, his successor or the members of the committee shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of Bernard P. Brockbank, his successor or the members of the committee, shall cease on and after April 1, 1972. Thereafter the approval described in the covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then owners of the majority of the lots in this subdivision and duly recorded, appointing a committee, who shall

thereafter exercise the same powers exercised by Bernard P. Brockbank, his successor, or the committee.

9. VIOLATION AND DAMAGES. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, before April 1, 1997, or so long after as these restrictions and covenants remain in force and effect, Bernard P. Brockbank and/or the then property owners individually or collectively shall have the right to sue for and obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

10. UTILITY EASEMENT. An easement is reserved over the rear five feet of each lot for the installation and maintenance of the utilities servicing said property.

11. SAVING CLAUSE. Invalidation of any one of these covenants by judgment or court order shall in no wise effect the validity of any of the other provisions not declared invalid and such other provisions shall remain in full force and effect.

WITNESS my hand and seal this ^{17th} day of September

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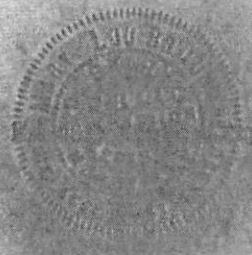
Mada R. Brockbank (wife)

Bernard P. Brockbank
Bernard P. Brockbank, Owner

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On the 17th day of September, 1947, personally appeared before me Bernard P. Brockbank, the signer of the above instrument and acknowledged to me that he executed the same.

Mary Lou Bennett
Notary Public, residing at Salt Lake
County, Utah



Witness: [Signature]