

1000348 MAIL TO *Allegan Court Rec.*
228 Highwood Dr.
BOOK 1953 PAGE 185 92417

AUG 14 1962
Recorded at 2:20 p.m.
Request of SECURITY TITLE COMPANY
Fee Paid, Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 4.00 By *[Signature]* Deputy
Book Page Ref.

RESTRICTIVE COVENANTS

HAROLD D. GLAZIER and VIRGINIA LEE GLAZIER, his wife, this 9 day of August, 1962, hereby establish the following restrictive covenants to apply to the following real property situate in Salt Lake County, Utah:

All of Lots 1 through 15 inclusive of BRIARWOOD ACRES SUBDIVISION, according to the plat thereof recorded in the office of the County Recorder of said County.

1. PERSONS BENEFITTED AND BOUND: Benefits and burdens of these covenants and restrictions shall 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 and restrictions as to the use thereof and construction of residences and improvements thereon for a period from date hereto to August 1, 1982, at which time said covenants shall be extended automatically for successive periods of 10 years, except to the extent modified by a recorded writing executed by the then record owners of a majority of said lots.

2. USE OF LAND: No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

3. DWELLING SETBACK AND FREE SPACE: No building shall be located on any residential building lot nearer than 29 feet to the front lot line, herein called "setback." No building except a detached garage or other outbuilding located 60 feet or more from the front lot line shall be located nearer than 7 1/2 feet to any side lot line. No wall, fence, hedge or similar obstruction shall extend to any street beyond building setback, unless approved by the committee.

4. COMMITTEE: No building shall be erected, placed or altered on any of said lots until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing, as to conformity and harmony of external design with existing structures in the subdivision

as to location of the building with respect to topography and finished ground elevation and as to conformance with the provisions hereof, by a committee composed of Harold D. Glazier, Virginia Lee Glazier, G. C. Glazier and Roy Glazier, or by a representative designated by any two members 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 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 have been commenced prior to the completion thereof, such approval will not be required and this covenant shall 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 hereto. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1967. Thereafter the approval described in this covenant No. 4 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 said lots and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

5. TEMPORARY RESIDENCES PROHIBITED: No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on any of said lots shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

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

7. TYPE OF BUILDING: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet in the case of a one-story structure nor less than 1,100 square feet in the case of a one and one-half or two-story structure.

8. VIOLATION AND DAMAGES: If the parties hereto, or any of them or their successors or assigns shall violate or attempt to violate any of the covenants or

restrictions herein before August 1, 1982, or so long after as these restrictions and covenants remain in force and effect, 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.

9. UTILITY EASEMENT: An easement is reserved over the rear 5 feet of each lot, and as shows on the official recorded plat of Briarwood Acres Subdivision for the installation and maintenance of the utilities, easements and appurtenances servicing any part or all of said properties.

10. SEPARABILITY: Invalidation of any one of these covenants by judgment or court order shall not affect the validity of any of the other provisions not declared invalid and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed these Restrictive Covenants the day and year first above written.

Harold D. Glazier
Harold D. Glazier

Virginia Lee Glazier
Virginia Lee Glazier

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 9th day of August, 1962, personally appeared before me Harold D. Glazier and Virginia Lee Glazier, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Alvin A. Wells
Notary Public
Residing at Salt Lake City, Utah

My commission expires: January 30, 1966