

1714800

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Recorded MAY 6 1960 at 3:30 P. m.
Request of *Thurston Construction Co.*
Fee Paid, Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ *4.25* By *Sam [unclear]* Deputy
Ref. *6375 South 2500 East
Murray, Utah*

RESTRICTIVE COVENANTS

MAURER DEVELOPMENT CORPORATION, a Utah corporation, and HAROLD D. GLAZIER and VIRGINIA LEE GLAZIER, his wife, are the owners of the following described real estate, situate in Salt Lake County, State of Utah:

All of Lots 1 thru 30, inclusive, BRIARWOOD ESTATES NO. 1 SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah, and property adjoining to the west thereof owned by Maurer Development Corporation which it intends, at some future time, to subdivide into four (4) lots,

and are desirous of developing said property as a residential area with the Restrictive Covenants hereinafter set forth.

THEREFORE, the following restrictions are hereby created and declared to be covenants running with the title and land to apply to each of such lots 1 thru 30 and to each of the four (4) lots into which is subdivided said property adjoining to the west, and each and every part thereof and the undersigned owners hereby declare that the aforesaid land is to be held and shall be conveyed subject to the following restrictions and covenants:

A. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars and such other building, swimming pool, with or without adjoining bath houses, shed for garden tools or other structure located 50 feet or more from the front lot line which the Architectural Control Committee approves in advance. No lot shall be resubdivided into smaller lots or parcels, nor shall said property adjoining to the west be subdivided into more than four (4) lots.

B. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation and size and value. No fence, wall or similar obstruction shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line (whether along a lot line between an interior lot and a corner lot, between corner lots or between interior lots) unless similarly approved. Approval shall be as provided in Parts H and I.

C. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,300 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

D. Building Location. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building except a detached garage located 50 feet or more from the front lot line, and except such other building or structure as the Architectural Control Committee approves in advance or the type described in Part A shall be located nearer than 8 feet to an interior lot line, nor nearer than 20 feet to a dwelling on an adjacent lot. No dwelling (including a garage or carport, if attached) shall be located on any interior lot nearer than 25 feet to the rear lot line nor on a corner lot nearer than 8 feet to either of the rear lot lines, however every lot must maintain a 25 foot back yard. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any

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portion of a building on a lot to encroach upon another lot.

E. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Easements for an irrigation ditch are reserved through lots Nos. 10, 15, 16, 17, 18, 19, 20, 29 and 30 and said property adjoining to the west where such irrigation ditch presently exists.

F. 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.

G. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

H. Architectural Control Committee Membership. The Architectural Control Committee is composed of Clarence M. Maurer, Harry Maurer, Harold D. Glazier and Virginia Lee Glazier. The Committee may act only with the consent of at least one member who is either Clarence M. Maurer or Harry Maurer, or the representative of both, and one other member who is either Harold D. Glazier or Virginia Lee Glazier, or the representative of both. In the event of the death of either Clarence M. Maurer or Harry Maurer, the survivor shall have full authority to designate a successor to the decedent. Similarly, on the death of either Harold D. Glazier or Virginia Lee Glazier, the survivor shall have full authority to designate a successor to the decedent. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties or to create additional powers which it may exercise.

I. Architectural Control Committee Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

J. Term of Covenants. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

K. Enforcement of Covenants. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

L. Severability of Covenants. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

M. Provisions of Residential R-3A Incorporated. No lot, building or structure may be put to any use not permitted at the date these covenants are recorded by the provisions of the Salt Lake County Zoning Ordinances for Residential Zone R-3A, and the provisions of such zoning ordinances are hereby incorporated by reference in these Restrictive Covenants.

N. Animals or Fowl for Family Food Production or Horses. No lot may be used for the keeping of animals or fowl for family food production or for the keeping of horses.

Dated this 6 day of May, 1960.

MAURER DEVELOPMENT CORPORATION

By Clarence M. Maurer
President

ATTEST:

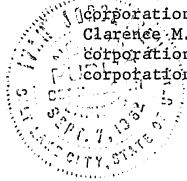
Harry D. Maurer
Secretary

Harold D. Glazier
Harold D. Glazier

Virginia Lee Glazier
Virginia Lee Glazier, his wife

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 6 day of May, 1960, personally appeared before me, Clarence M. Maurer and Harry Maurer, who being by me duly sworn did say, each for himself, that he, the said Clarence M. Maurer is the President, and he, the said Harry Maurer is the Secretary of Maurer Development Corporation, 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 Clarence M. Maurer and Harry Maurer each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.



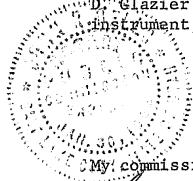
Clarence M. Maurer
Notary Public
Residing at Salt Lake County, Utah

My commission expires:

9/7/62

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 6 day of May, 1960, personally appeared before me Harold D. Glazier and Virginia Lee Glazier, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Arthur D. Bello
Notary Public
Residing in Salt Lake County, Utah

My commission expires:

9/7/62