

1033462

Recorded at Request of

*Brockbank Realty*

FEB 5 1951

at 11:25 AM

Fee paid \$ 2.80

Hazel Taggart Chase, Recorder, Salt Lake County, Utah

By *George A. Blumh* Dep.

Book 834

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Ref. \_\_\_\_\_

BERNARD P. BROCKBANK

-to-

Whom It May Concern

RESTRICTION AGREEMENT

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 Valley Center, a subdivision, as recorded in the office of the County Recorder of Salt Lake County, State of Utah, and excepting Lots 1 and 48, which join the Murray City School property and may be used for school purposes.

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, 1972, 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 covenant in whole or in part.

2. 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 single family residence erected on said lands shall not cost less than \$4,500.00 and the square foot area of the main structure, exclusive of open porches and garages, shall not be less than 650 square feet. Provided that should the time come when a residence with a square foot area of 650 feet which is comparable to the homes on the property at the particular time in question, can be built for less than the \$4,500.00 herein specified, approval to build such residence may be granted upon written application and submission of the plans and specifications of the residence, to Bernard P. Brockbank or his successor, In the event that Bernard P. Brockbank or his successor is unable to act, then to a committee chosen by two thirds of the property owners in Valley Center Subdivision. Permission to build such residence must be given in writing.

3. DWELLING SET BACK AND FREE SPACE. No building shall be erected on any residential building plot nearer than 30 feet to the front line or located nearer than 8 feet to any side lot line. This does not apply to any detached garage set on the rear one third of the property.

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

5. TYPE OF BUILDINGS. No buildings shall be erected, placed, or altered on any building plot which does not conform to the general type of buildings established or constructed on the other lots within this subdivision.

6. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

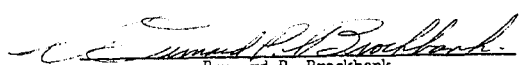
7. VIOLATION AND DAMAGES. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, before April 1, 1972, or so long after as these restrictions and covenants remain in force and effect, Bernard P. Brockbank and/or 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 observances of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

8. 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.

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

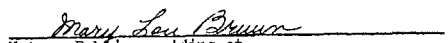
10. PLAY AREA. The play area is given by Bernard P. Brockbank to Murray City and the residence of Valley Center Subdivision.

WITNESS my hand and seal this 8th day of January, 1951.

  
Bernard P. Brockbank

STATE OF UTAH            )  
                              ) SS  
COUNTY OF SALT LAKE

On the 8th day of January, 1951, personally appeared before me Bernard P. Brockbank, the signer of the above instrument and acknowledged to me that he executed the same.

  
Notary Public residing at  
Salt Lake City, Utah

My Commission Expires: 3-12-51

