

AUG 26 1965

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Recorded 11:11 A m. Request of McGhie Abstract & Title, Inc.  
FEE PAID HAZEL TAGGART CHASE RECORDER, SALT LAKE COUNTY, UTAH  
\$ 4.20 By [Signature] Deputy Ret \_\_\_\_\_

RESTRICTIVE COVENANTS FOR  
BRAHMAN VALLEY NO. 2 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

LEN A. SAUNDERS and LURENE SAUNDERS, his wife, and  
That the undersigned, MCGHIE LAND TITLE COMPANY, formerly known as MCGHIE ABSTRACT  
AND TITLE, INC., a Utah corporation, as Trustee, and Edmund B. Howell and Jeniel P.  
Howell, his wife, owners of the following described property in Salt Lake County,  
Utah:

All of Lots 201 through 220, inclusive, in BRAHMAN VALLEY NO. 2  
SUBDIVISION, according to the official plat on file and of record  
in the office of the County Recorder of said County;

hereby DECLARE that all and each of said lots above described shall be subject to and  
shall be conveyed subject to the RESERVATIONS, RESTRICTIONS AND COVENANTS hereinafter  
set forth.

1. 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 one-family dwelling not to exceed two stories in height and a private garage or carport for not more than two cars.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structures 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback. No building shall be moved onto any lot unless it is of design and new materials that are compatible with the then existing structures in the subdivision.
3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1100 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.
4. 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 shall be located nearer than 8 feet to an interior lot line, except that one foot side yard shall be required for a garage or other permitted accessory building located at least 10 feet in rear of main building. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line. For the purposes of the Covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any kind in carports unless in enclosed area designed for the purpose.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinafter named, such approval to be given in writing.
9. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.
10. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

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RESTRICTIVE COVENANTS FOR BRAHMAN VALLEY NO. 2 SUBDIVISION - cont. Page 2 -

11. No building shall be erected, placed or altered on any residential lot on this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and as to harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of three members including: Edmund B. Howell or James T. Stephenson, and a representative designated by a majority of the members of said committee. In the event of death or resignation of any of the members 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, and said remaining members, and the remaining members of any successor committee, shall also have authority to fill any vacancy at any time on said committee or any successor committee. 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 has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been duly complied with. Neither the members of such committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representatives shall cease on and after January 1, 1969. 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 power and duties.

12. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

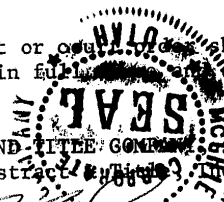
13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

14. Invalidation of any one of these covenants by judgment or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 17th day of July, 1965.

ATTEST:

BY Warren H. Curlis  
Warren H. Curlis - Secretary

  
McGHIE LAND TITLE COMPANY, formerly  
McGhie Abstract & Title Co., TRUSTEE  
BY P. J. Sullivan  
P. J. Sullivan - President

Len A. Saunders  
Len A. Saunders

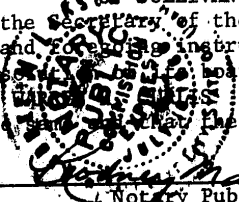
Edmund B. Howell  
Edmund B. Howell

Lurene Saunders  
Lurene Saunders

Jeniel P. Howell  
Jeniel P. Howell

STATE OF UTAH )  
                  )ss  
COUNTY OF SALT LAKE)

On the 25th day of August A. D. 1965, personally appeared before me P. J. SULLIVAN and WARREN H. CURLIS who being by me duly sworn did say, each for himself, that he, the said P. J. SULLIVAN is the President, and he the said WARREN H. CURLIS is the Secretary of the McGHIE LAND TITLE COMPANY, Tr. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of the board of directors and said P. J. SULLIVAN and WARREN H. CURLIS each duly acknowledged to me that said corporation executed the said instrument and that the seal affixed in the seal of said corporation.

  
P. J. Sullivan  
Notary Public  
Residing in Salt Lake City, Utah

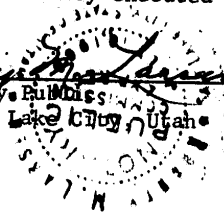
My Commission Expires 7/16/66

RESTRICTIVE COVENANTS FOR BRAHMAN VALLEY NO. 2 SUBDIVISION - cont. Page 3

STATE OF UTAH )  
 )ss  
COUNTY OF SALT LAKE)

On the 25<sup>th</sup> day of August A. D. 1965, personally appeared before me EDMUND B. HOWELL and JENIEL P. HOWELL, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires 7/16/66

*Rodney Wilson*  
Notary Public  
Residing in Salt Lake City, Utah  


STATE OF UTAH )  
 )ss  
COUNTY OF SALT LAKE)

On the 25<sup>th</sup> day of August A.D., 1965, personally appeared before me LEN A. SAUNDERS and LURENE SAUNDERS, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires 7/16/66

*Rodney Wilson*  
Notary Public  
Residing at Salt Lake City, Utah  
