

Recorded APR 2 1968 at 4:48 P.M.
Request of B. P. BROCKBANK
Fee Paid. Hensel Transport Chase.
Recorder, Salt Lake County, Utah
\$3.10 M. J. G. Deputy
Book 997 Page 64 Ref.

1324235

15 EXCHANGE PLACE

RESTRICTIVE COVENANTS

BERNARD P. BROCKBANK and NADA R. BROCKBANK, HIS WIFE.

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Bernard P. Brockbank and Nada R. Brockbank, his wife, are the contract purchasers of that certain tract of land situated in Salt Lake County, Utah, described as:

All of Lots 1 to 58 inclusive, COTTONWOOD CREEK SUBDIVISION, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County.

NOW, THEREFORE, in consideration of the premises and for the benefit that will or may accrue to them in the disposition of the lots aforesaid, said contract purchasers do hereby covenant, with all persons who may become owners of the parcels of land within or a part of the above described property purchased and do from or through them/ hereby restrict the use of the property to those uses which are hereinafter set forth.

1. Land, Use and Building Type.

All the lots in said tract shall be known and described as residential lots and shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed one and one-half stories in height, except apartments built in the basement of completed single family homes will be permissible.

2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing location of the structure with respect to said lot, have been approved by Bernard P. Brockbank as to the quality of workmanship and materials, harmony of external design with existing structures and as to locations with respect to topography and finished grade elevation.

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1 No wall shall be erected, placed or altered on any lot near to any
2 street and the minimum building set-back line unless approved by Bernard P.
3 Brockbank, as hereinafter provided.

4 3. No dwelling shall be permitted on any lot at a cost of less than
5 \$10,000.00, based upon the cost levels prevailing on the date these covenants
6 are recorded, it being the intention and the purpose of the covenants to assure
7 that all dwellings shall be of a quality of workmanship and materials substantial-
8 ly the same or better than that which can be produced the date these covenants
9 are recorded at the minimum cost stated herein for the minimum permitted dwelling
10 size.

11 The ground floor area of the main structure, exclusive of one story
12 open porches and garages, shall be not less than 900 square feet, regardless of
13 whether the house is a one story or story and a half.

14 4. Building Location.

15 No building shall be located on any lot nearer to the front lot line
16 than 30 feet or nearer than 8 feet on one side and 12 feet on the other side of
17 any one lot with respect to side yard lines. No building shall be located nearer
18 than 30 feet and 12 feet respectively to the street property lines of said streets.
19 No building shall be located nearer than 1 foot from the interior lot line which
20 shall include garages and other accessory buildings.

21 The purposes of this covenant with respect to eaves, steps and open
22 porches shall not be considered as part of the building. Provided, however, that
23 this shall not be construed to permit any portion of any building on any lot to
24 encroach upon another lot.

25 5. Lot Area and Width.

26 No dwelling shall be erected or placed on any lot having a width of
27 less than 65 feet at the minimum building set-back line nor shall any dwelling
28 be erected or placed on any lot or portion of a lot having an area of less than
29 5000 square feet.

30 6. Easements.

31 Easements for the installation and maintenance of utilities and drainage
32 facilities are reserved, as shown on the recorded plat.

7. Nuisances.

No noxious or offensive activity or trade shall be carried on upon any

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1 lot nor shall anything be done thereon which may become a nuisance or a public
2 or private nuisance to the neighborhood.

3 8. Temporary Structures.

4 No structure of a temporary character, trailer, basement, tent, shack,
5 garage, barn or any other outbuilding shall be used on any lot at any time for
6 residential purposes, either temporarily or permanently.

7 9. No animals of any kind shall be raised, bred or kept on any lot
8 except that dogs, cats or other household pets may be kept provided they are not
9 kept, bred or maintained for any commercial purpose.

10 10. Membership Committee.

11 The architectural control committee will be composed of Bernard P.
12 Brockbank only or if Bernard P. Brockbank is not available to act, either through
13 death or incapacity or lack of further interest in the subdivision, then the
14 persons interested may elect a representative to act for them, each lot having
15 one vote. Neither Bernard P. Brockbank nor any other person acting for the
16 property holders of the above described property shall be entitled to any com-
17 pensation for any services performed.

18 11. It is understood that when Bernard P. Brockbank is not available
19 that the then record owners of a majority of the lots shall have the power at
20 any time to change the representative designated to act for them.

21 12. Procedure.

22 The approval or disapproval of the plans as required in these covenants
23 shall be in writing. In the event the authorized person fails to approve or
24 disapprove within thirty days after the plans and specifications have been sub-
25 mitted to him or if no suit to enjoin the construction has been commenced prior
26 to the completion thereof, approval shall not be required, and the covenants shall
27 be deemed to have been fully complied with.

28 13. Term.

29 These covenants are to run with the land and shall be binding on all
30 parties and all persons claiming under them for a period of twenty-five years
31 from the date these covenants are recorded, after which time said covenants shall
32 be automatically extended for a period of ten years.

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14. Enforcement.

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

15. Severability.

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

DATED this 1st day of April, 1953.

Bernard P. Brockbank

Nada R. Brockbank

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SALT LAKE CITY 1, UTAH

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 1st day of April, 1953 personally appeared before me Bernard P. Brockbank and Nada R. Brockbank, his wife, the signers of the above instrument who duly acknowledged to me that they executed the same.

My Commission Expires:

F. C. Keys
Notary Public
Residing at Salt Lake City, Utah.

