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10243R E S T R I C T I O N    A G R E E M E N T

WHEREAS, the American Land Company, Inc., a Utah corporation with its principal place of business at Salt Lake City, Utah, is the owner of the following described real estate situated in Utah County, State of Utah, to-wit:

All of Brookside Park Subdivision, as recorded in the office of the County Recorder of Utah County, State of Utah; and

WHEREAS, the American Land Company, Inc., as owner of said real estate hereinbefore 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 owners of said land and with their heirs, 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 January 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.

## 2. OWNERSHIP AND OCCUPANCY

No person of a race or nationality other than the Caucasian race, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

## 3. USE OF LAND: COST: FRONTAGE

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 residence ere-

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cted or maintained thereon shall be designed for not more than occupancy by one family and shall be detached single-family dwellings, not to exceed one story in height and a private garage for not more than two cars. Any single family residence erected on said lands shall not cost less than Four Thousand Dollars (\$4,000.00), and the ground floor square foot area of the main structure, exclusive of one-story open porches and garages, shall not be less than seven hundred ninety (790) square feet.

#### 4. DWELLING SET BACK AND FREE SPACE

No building shall be erected on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line, except that on corner lots, detached garages or other outbuildings may be located nearer than 8 feet to the side lot line provided said garage or outbuilding is placed as far back as possible from the front lot line.

#### 5. SIZE OF LOTS

Said land, or any part thereof, shall not be resubdivided into building plots having less than 6,000 square feet of area or a width of less than 50 feet at the front building set back line, except that a residence may be erected or placed on any lot as shown on the recorded plat.

#### 6. TEMPORARY RESIDENCES PROHIBITED

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

#### 7. NUISANCES

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

#### 8. COMMITTEE

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and 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 Rendell N. Mabey, C. A. Piper, and Andrew Nordin, or by a representative designated by a majority of the members of said

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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 has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any com-

pensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1950. Thereafter the approval described in this Covenant 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 the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

#### 9. VIOLATIONS 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 January 1, 1969, it shall be lawful for any other person or persons owning any of said land to prosecute any proceedings at law or in equity against the person or persons violating any such covenants or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

#### 10. UTILITY EASEMENT

An easement is reserved over the rear five (5) feet of each lot for utility installations and maintenance.

#### 11. PLANTING STRIP

That as to lots abutting East 4th South Street, no building nor any portion of any building, nor any driveway nor any other structure shall be placed or maintained between the northerly line of East 4th South Street and a line running parallel thereto and a distance of ten (10) feet southerly therefrom. Said 10 foot strip of ground running parallel to

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said street shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said 10 foot strip of ground is prohibited except for the purposes of installation and maintenance of plant material.

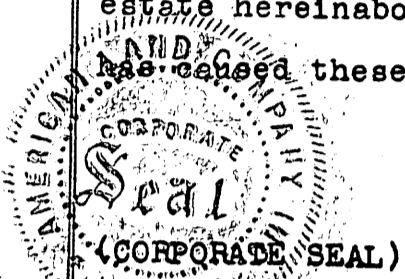
12. SAVING CLAUSE

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

IN WITNESS WHEREOF, the owner of the tracts of real estate hereinabove mentioned, this 25<sup>th</sup> day of September, 1943, has caused these presents to be executed.

AMERICAN LAND COMPANY, INC.

By *Rendell N. Mabey*  
Secretary



STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 25<sup>th</sup> day of September, 1943, personally appeared before me Rendell N. Mabey, who being by me duly sworn did say that he is the Secretary of American Land Company, Inc., 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 Rendell N. Mabey duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*Lucile Chipman*  
Notary Public



Entry No. 10243  
Recorded at the request of  
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Utah County  
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Indexed \_\_\_\_\_  
Filed 7.00 R. \_\_\_\_\_  
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10242  
CERTIFICATE

I, Rendell N. Mabey, Secretary of American Land Company, Inc., a Utah corporation, do hereby certify that the following is a true and exact copy of a resolution passed and adopted at a regularly called and held meeting of the Board of Directors of said corporation on the 10th day of June, 1943, and which said resolution has never been revoked, to-wit: