

Recorded at Request of B.P. Brockbank

AUG 18 1947

1091910

2:30 PM Fee paid \$ 1.90

Hazel Taggart Chase, Recorder Salt Lake County, Utah

B.P. Brockbank Dep.

Book 555 Page 37

1544 Place 9-37-7

Ref. 92

Misc Index #3

BERNARD P. BROCKBANK

-to-

RESTRICTION AGREEMENT

Whom It May Concern

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 Garden Acres, a subdivision, as recorded in the office of the County Recorder of Salt Lake County, State of Utah, and excepting Lot #18, facing 9th East, which may be used for business 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 said covenants in whole or in part.

2. OWNERSHIP AND OCCUPANCY. No 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; 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 \$5,000.00 and the ground floor square foot area of the main structure, exclusive of one story open porches and garages, shall not be less than 750 square feet. Provided that should the time come when a residence with a square foot area of 750 feet which is comparable to the homes on the property at the particular time in question, can be built for less than the \$5,000.00 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. Permission to build such residence must be given in writing.

4. **BUILDING SET BACK AND FREE SPACE.** No building shall be erected on any residential building plot nearer than 25 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.

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

6. **TYPE OF BUILDINGS.** No buildings shall be erected, placed, or altered on any building plot which is not of a conventional design and/or does not conform to the general type of buildings established or constructed on the other lots within this subdivision.

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 observance 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 shall remain in full force and effect.

WITNESS my hand and seal this 7th day of July, 1946.

Bernard P. Brockbank

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On the 7th day of July, 1946, personally appeared before me Bernard P. Brockbank, the signer of the above instrument and acknowledged to me that he executed the same.

Roy L. Keyser
Notary Public, residing at Salt Lake
County, Utah

My Commission Expires: 1-12-1950

