

FEB 14 1950

1185

**BROOKWOOD
SUBDIVISION**

BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property situated in Salt Lake County, State of Utah:

All of Lots 1 to 25 inclusive, Brookwood Subdivision, being a part of the Southeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. This same Parcel is described by metes and bounds as follows: Beginning North 916.50 feet and West 1090.62 feet from the Southeast corner of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°46'30" West 700.0 feet; thence South 0°13'30" East 748.97 feet more or less to the center of Big Cottonwood Creek; thence following the centerline of Big Cottonwood Creek North 66°58'59" East 89.97 feet; thence North 82°51'22" East 215.90 feet; thence South 84°03'30" East 111.0 feet; thence South 52°32'30" East 64.76 feet; thence South 87°12'07" East 194.23 feet; thence North 69°05'52" East 50.41 feet; thence leaving the center of Big Cottonwood Creek North 0°13'30" West 732.06 feet more or less to the point of beginning.

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.

I

Each and every lot above described shall be known and is hereby designated and defined as a "residential lot." A "residential building site" as hereinafter used shall be known, designated, and defined as any one of the "residential lots" numbered 1 to 15 inclusive, or any parcel of land situated in the area constituted by lots 16 to 25 inclusive, which said parcel of land contains a minimum area of eleven thousand five hundred (11,500) square feet.

No structure shall be erected, altered, placed or permitted to remain on any "residential building site" other than one detached single family dwelling not to exceed two (2) stories in height, a private garage for not more than three (3) automobiles and outbuildings for pets.

No residential structure, nor any part thereof, shall be erected, altered, placed, or permitted to remain on any parcel of land containing less than an entire residential building site, unless said parcel shall have a width of at least seventy (70) feet at the front "building setback

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Brookwood Corp.
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111 E. 10 Temp. "Misc. Indefinite"

Home Trust Co., Recorder Salt Lake County, Utah

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line (defined hereinafter in paragraph IV)"; the aforementioned seventy (70) foot width must lie entirely within the residential building site in which some portion of the structure is to be located.

II

Every detached single-family dwelling erected on any one of the above described building sites shall have a ground floor area as follows: If a one-story structure, 1200 square feet or more; if a one and a half or two-story structure, 850 square feet or more.

The ground floor area as referred to herein in paragraph II shall be construed to mean and shall mean the ground floor area of the main structure of one detached single-family dwelling exclusive of open porches.

III

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 an Architectural Committee composed of William F. Macrate, Orin R. Woodbury, and F. Orin Woodbury, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said Architectural 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 compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and its designated representative, shall cease on and after January 1st, 1958. 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 "building sites" in this subdivision and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

IV

The "front residential lot line" is defined and designated as all of the street frontage of every lot, except that it shall not include any street frontage on College Street (4620 South Street).

The "building setback line" is defined and designated as that line demarking the minimum setback from the street.

No building shall extend nearer to the front residential lot line than the "building setback line," except as hereinafter expressly enumerated: (A) covered or uncovered, but not enclosed porches, balconies, porte-cocheres, or terraces may extend beyond the building setback line not more than 12 feet; (B) customary architectural appurtenances, such as cornices, bay windows, spoutings, and chimneys may extend not more than four (4) feet beyond said building setback line; (C) steps leading to dwellings may extend beyond such building setback line provided such steps are not higher than the floor level of the first floor of the dwelling.

The "building setback line" shall be located thirty-five (35) feet from the front residential lot line except as hereinafter expressly provided. The building setback line shall, however, be thirty (30) feet from the front residential lot line in lots eight (8) and nine (9) and also in that residential building site being a part of and lying entirely within lot twenty-one (21). In lot twenty (20), the building setback line shall be thirty-five (35) feet from the front residential lot line, except that it shall be thirty (30) feet from that segment of the front residential lot line in lot twenty (20) which said segment commences at the southeast corner of said lot twenty (20), and runs thence westerly a distance of 125.43 feet.

V

No residential structure, nor any part thereof, shall be located nearer to either side line of a residential building site than eight (8) feet.

Should any property owner in the aforementioned Brookwood Subdivision at any time own a parcel of land containing less than a full single "residential building site (as defined in paragraph I)," such parcel shall be subject to further sideyard restriction as follows: "No residential structure, nor any part thereof, on any parcel of land shall be located nearer than eight (8) feet to the property line of any adjacent owner." This clause shall not be construed to abrogate any of the reservations, restrictions, or covenants herein set forth in other paragraphs.

No outbuilding shall be erected, altered, placed, or permitted to remain nearer than eight (8) feet to either side line of a "residential building site," unless no portion of said outbuilding extends nearer to the "front residential lot line" than sixty-five (65) feet.

No driveway shall bypass a residential structure on a side having a sideyard of less than twelve (12) feet between the principal residential structure and the property line of the adjacent owner.

It is expressly provided, however, that the restrictions set forth in this paragraph (V) may be waived or nullified as to any parcel by the architectural committee hereinbefore identified.

VI

No fence, walls or hedge over six (6) feet in height shall be erected or grown at any place on said premises provided, however, that the restrictions set forth in this paragraph may be waived or nullified as to any parcel by the architectural committee herein referred to. Said architectural committee shall supervise the planting and growth of trees on building sites in said tract in order to prevent one owner from planting trees or allowing trees to grow so that the view from other building sites may be obstructed or impaired.

VII

No noxious or offensive trade or activity shall be carried on upon any residential lot or building site hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots or building sites hereinbefore described.

VIII

None of the residential lots shown on the recorded plat, nor any buildings erected thereon, nor any part or portion thereof, shall be conveyed to, leased to, given to, used by, owned by, or occupied by any person or persons of any race or nationality other than the Caucasian Race; except that this covenant shall not prevent occupancy by domestics of a different race employed by the owners or tenants.

IX

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential building sites hereinbefore described or any part thereof shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

X

No structure shall be moved onto any residential building site hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

XI

No trash, ashes or any other refuse may be thrown or dumped on any residential building site hereinbefore described or any part or portion thereof.

XII

Easements are reserved as shown on the recorded plat, for utility installation and maintenance.

XIII

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential building sites hereinbefore described, or any part thereof until twenty-five years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless, by a vote of the then record owners of the majority of said residential building sites, it is agreed to change the said covenants in whole or in part.

XIV

If the parties now claiming any interest in said residential building sites hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to twenty-five (25) years from the date hereof, it shall be lawful for any other person or persons owning any other residential building site or sites in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XV

Invalidation of any one or any part or portion of one or more of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until twenty-five (25) years from the date hereof subject to automatic extension as provided in paragraph XIII hereof.

IN WITNESS WHEREOF, the undersigned, owners of the property described herein have caused these presents to be executed this 7th day of February, A. D. 1950.

Signed in presence of:

Eleanor Bellard
William J. ...

William J. ...
Henry W. Mearns

STATE OF CALIFORNIA)
County of Los Angeles) ss

On this 7th day of February, 1950, before me J. F. Klimper,
a notary public in and for said state and county, personally appeared
William F. Macrate and Dorothy W. Macrate, his wife, personally known to me
to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same.



IN WITNESS WHEREOF I have hereunto set my hand and affixed my
this 7th day of February, 1950.

J. F. Klimper
Notary Public in and for the State of
California, residing at Long Beach
in said state.

My Commission expires July 25, 1953.