

FEB 14 1950

LAND RECORDS AGENCY OF UTAH REG.

*[Handwritten signature]*

Hazel Taggart Chase, Recorder Salt Lake County, Utah

Book 741 Page 279 Ref. *441-161-1*

*Miss Indef #3*

**CERTIFICATE OF USE RESTRICTIONS**

**LAND AND USE BY THESE INSTRUMENTS:**

That whereas, the undersigned, CAPSON INVESTMENT COMPANY a Corporation of the State of Utah, is the owner of a certain parcel of real property, situated in the County of Salt Lake, State of Utah, and described as follows, to wit:

Beginning North 89° 48' East along lot line 240.8 feet from the Northwest Corner of Lot 6, Block 23, Ten Acre Plat "A", Big Field Survey, and running thence South 82.5 feet; thence South 21° West 396 feet; thence South 8° West 51.15 feet; thence East 16.5 feet; thence South 69° East 25.31 feet; thence South 8° West 86.675 feet; thence West 123.13 feet to the West line of said Block 23; thence South 0° 18' 43" West 104.67 feet; thence East 29.4 feet; thence North 88° 30' East 504 feet; thence North 21.5 feet; thence North 56° 30' East 25 feet; thence North 88° 30' East 138.3 feet; thence South 78° 37' East 74.7 feet; thence North 68° East 113.2 feet; thence South 86° 58' East 92 feet; thence South 86° 28' East 90 feet; thence North 74° 32' East 65 feet to the West line of Canal Property; thence North 17° East 300.39 feet along said Canal Property; thence North 39° West 395.105 feet along said Canal Property; thence North 44° 50' West 33.55 feet to the North line of Lot 13 Block 23, Ten Acre Plat "A", Big Field Survey; thence South 89° 48' West along Lot line 685.73 feet to the point of beginning.

And whereas said CAPSON INVESTMENT COMPANY has subdivided said land into building lots in a subdivision designated as Brookshire Acres and is filing and recording the plat thereof as required by law, and

Whereas, it is desired in connection with the platting and subdivision of said land and as part of a general building plan for the benefit and protection of the owners of the respective parcels within said area to impose certain use restrictions, which shall govern and control the use and enjoyment of the lots within such subdivision.

Therefore, the undersigned, CAPSON INVESTMENT COMPANY does hereby certify and declare that each and all of the lots within such subdivision, when subdivided thereof by the undersigned, be owned, held and enjoyed by the owners thereof, their heirs and assigns subject

to the following restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, 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 the lots it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

- (A) All lots in the tract shall be known and described as residential lots, except that Lots Nos. 1 and 34 shall be known as commercial lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling either with or without attached garage and not to exceed one story in height and a private garage for not more than two cars.
- (B) 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 and 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 Lee L. Capson, Lee R. Capson and Kenneth D. Anderson, or by a representative designated by a majority of the members of said committee. In the event said committee or designated representative fails to approve or disapprove such design and location within thirty 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 member 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 of its designated representative shall cease on and after January 1, 1975 unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded 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.
- (C) No building shall be located nearer to the front lot line or nearer to the street line than twenty-two (22) feet. No building except a detached garage or other out-building located

45

sixty (60) feet or more from the front lot line, shall be located nearer than eight (8) feet to any side lot line, provided, however, that an attached garage will be considered as an integral part of the house for set-back and set-in purposes. No fence shall be constructed on any of the lots nearer to the front lot line or nearer to the street line than the front or side line of the house constructed on said lot.

- (D) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than fifty (50) feet to the front building setback line, except that a dwelling may be constructed on any lot as platted.
- (E) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (F) 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 structure of a temporary character be used as a residence.
- (G) No dwelling costing less than \$6,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 750 square feet.
- (H) An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.
- (I) Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from the septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authorities.
- (J) No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenants.

In witness whereof said CAPSON INVESTMENT COMPANY has caused this document to be signed by its duly authorized officer, and its corporate seal and signature are hereunto affixed this 14 day of February 1950.

CAPSON INVESTMENT COMPANY

*Robert L. Capson*  
President

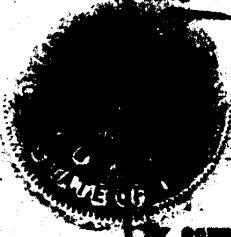
*Robert L. Capson*

SEAL OF THE  
COUNTY OF SALT LAKE } SS

On the 14th day of February, 1950, personally appeared before me *Robert L. Capson* and *Shirley C. Anderson* who being by me duly sworn did say each of them, that he, the said *Robert L. Capson* is the president and she, the said

GLORIA G. ANDERSON, is the Secretary of the Capson Investment Company 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 Lee E. Capson and Gloria G. Anderson each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

ROBERT H. STEINMAN, Notary Public



*Robert H. Steinman*

Robert H. Steinman  
Notary Public  
Residing at Salt Lake City, Utah

My commission expires: February 26, 1950.