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Recorded at the request of

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ELOISE F. TIPTON

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Mildred H. Hargrave

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RESTRICTIVE COVENANTS

WHEREAS, AMERICAN HOUSING CORPORATION is the owner of the following described real estate situate in Utah County, State of Utah:

Commencing at the Northwest corner of Section 15, Township 6 South, Range 2 East, Salt Lake Meridian; thence South 16.90 chains; thence East 8.88 chains; thence North 16.90 chains; thence West 8.88 chains to place of beginning. Area 15 acres.

WHEREAS, the said owner is desirous of creating certain building restrictions and covenants running with the land upon the above described property for the purpose of restricting and governing the use of lots, plots or other parts or portions of the real property hereinabove described.

NOW, THEREFORE, the said owner, AMERICAN HOUSING CORPORATION hereby declares and agrees that the following restrictions are hereby created and declared to be covenants running with the title and land, and each and every part thereof, and the said owner hereby declares that the aforesaid property described above is to be held, and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than 2 (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 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

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of Estel L. Wright, Charles M. Wentz, and S. E. Bringham, 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 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 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.

C. No building shall be located 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 50 feet or more from the front lot line, shall be located nearer than 8 feet to any side line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.

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.

151 - G. No dwelling costing less than \$4,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet.

H. An easement is reserved over the rear 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 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 authority.

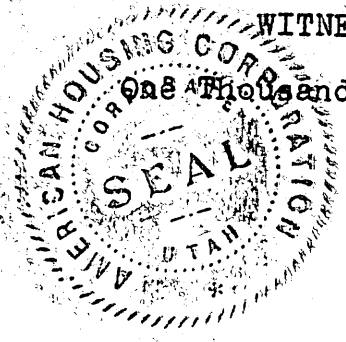
J. No persons of any race other than the Caucasian shall use or occupy any building on any of the above described property except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots created from the plot of real property hereinabove described, it is agreed to change said covenants in whole or in part, and all persons and corporations who now own or who shall hereafter acquire any interest in the above described property shall be taken and held to agree and covenant with the owners of the other lots created from the premises hereinabove described, and with their heirs, successors and assigns to conform to and observe the covenants and restrictions and stipulations as to the use thereof and construction of residences and improvements thereon as hereinabove set forth.

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 of the real property hereinabove described 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.

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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.



WITNESS thereof this 13th day of October, A.D., One Thousand Nine Hundred and Forty-three.

AMERICAN HOUSING CORPORATION  
By Estel L. Wright  
President

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 13th day of October A.D., 1943

personally appeared before me Estel L. Wright, President of the American Housing Corporation, who duly acknowledged to me that he executed the same.

Estel L. Wright  
Notary Public

My commission expires August 27, 1947

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121 E. Broadway  
Salt Lake City  
Utah

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CONTRACT OF SALE

THIS AGREEMENT entered into at Salt Lake City, Utah, this 13th day of August, 1943, by and between AGNES ADAMSON, a widow, Seller, of American Fork, Utah, and WASATCH SOUTHERN GASOLINE COMPANY, a Utah corporation, Buyer, WITNESSETH:

In consideration of their mutual promises herein and of the transfers and payments herein mentioned, the Seller hereby agrees to sell and convey to the Buyer and the Buyer agrees to buy the following described real property in American Fork, Utah County, Utah:

A service station corner on U.S. Highway 91 in American Fork, Utah County, Utah, more particularly described as:

Beginning at the Southwest corner of Lot 2, Block 17, of the town plat of American Fork, Utah County, and running thence East 110 feet; thence North 86 1/2 feet; thence West 110 feet; thence South 86 1/2 feet to beginning.

Together with all improvements thereon and all furnishings and equipment now on the property except the gasoline pumps and air compressor, breakfast set, cot, one range, and utensils.

HARDS AND MCKAY  
and Counselors at Law  
SALT LAKE CITY, UTAH