

407 - permanently, nor shall any structure of a temporary character be used as a residence.

(g) No dwelling costing less than \$3500.00 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, except duplexes which shall not be less than 1200 square feet.

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

(i) No person of any race other than the white 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 tenant.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names this 7th day of June, A.D. 1943.

Taylor & Wheeler
By *O. R. Taylor*
By *Dennis B. Wheeler*

STATE OF UTAH :
 : SS.
COUNTY OF UTAH :

On the 7th day of June, A.D. 1943, personally appeared before me O. R. TAYLOR and DENNIS B. WHEELER, the signers of the above instrument, who duly acknowledged to me that they executed the same on behalf of TAYLOR & WHEELER a co-partnership.

Walter H. Egerton
Notary Public
Residing at Provo, Utah



6042
1943 JUN 8 PM 4:43
Mack Wheeler
E. GISE F. T. [unclear]
L. [unclear]
\$280 Mack

6053
DECLARATION OF RESTRICTIONS
APPLICABLE TO
COLUMBIA VILLAGE, A SUBDIVISION

WHEREAS, the title to the following described property situated in Utah County, State of Utah:

Commencing 153.24 ft. south and 282 ft. So. 89° 28' 30" East from the northwest corner of Section 23, Township 5 South, Range 1 East, Salt Lake Base & Meridian, said point being located on the South line of West Main St., American Fork

408 - City, Utah. Thence South $0^{\circ} 39'$ West 176.50 ft. thence South $89^{\circ} 28' 30''$ East 66ft. thence North $0^{\circ} 39''$ East 176.50 ft., thence north $89^{\circ} 28' 30''$ West 66 ft. to the point and place of beginning.

Now stands of record in the name of Alan E. Brockbank and Gaylie Brockbank, his wife, as joint tenants and not as tenants in common with full right of survivorship.

WHEREAS, a subdivision know as Columbia Village has been created out of the adjoining property and a plat thereof recorded on the 24th day of

February 1943. Entry No. 1526 Book No. _____

in the office of the Utah County Recorder.

WHEREAS, the owner is desirous of creating restrictions and covenants effecting above described property.

NOW, THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of the above described property, Alan E. Brockbank and Gaylie R. Brockbank do hereby declare the property hereinabove described subject to the restrictions herein recited, which restrictions shall operate as a blanket encumbrance upon the said property and shall be deemed to be incorporated by reference in all conveyances of said property, or any part thereof, and all conveyances of said property, or any part thereof, shall be subject to said restrictions, which are and shall operate as covenants running with the land for the benefit of and giving the right of enforcement to the undersigned, its successors and assigns and grantees, who are or become owners of said property. The restrictions are as follows:

A. The lot shall be known and described as residential. No structures shall be erected, altered, placed, or permitted to remain on said lot other than one detached singlefamily dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars and chicken coops the design of which are to be approved by the Construction Committee and painted the same color as the house, the floor area of which shall not exceed 300 sq. ft.

B. No building shall be erected, placed, or altered on said building plot 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 structure in the subdivision, and as to location of the building with respects to topography and finished ground elevation, by a committee composed of Alan E. Brockbank, S. Grover Rich and D. Eugene Livingston, or by a representative designated by a majority of the members of said committee. In the event of death of 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

409 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 service performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after 7 years after date.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, 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 70 feet or more from the front lot line, shall be located nearer than 1 foot to any side lot line.

No residence or attached appurtenance shall be erected on this lot farther than 35 feet from the front lot line.

E. No noxious or offensive trade or activity shall be carried on upon this 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 \$4,000 shall be permitted on this lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

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

J. 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said Covenants shall be automatically extended for successive periods of 10 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.

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- 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 effect any of the other provisions which shall remain in full force and effect.

The restrictions herein contained shall be known to be in addition to and not in conflict with the zoning ordinance now in force as enacted by American Fork City, Utah

EXECUTED this 14 day of May 1943

Signed

By Alan E. Brockbank
Alan E. Brockbank

By Gayle Rich Brockbank
Gayle Rich Brockbank

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 14 day of May 1943, personally appeared before me ALAN E. BROCKBANK and GAYLIE RICH BROCKBANK, who being by me duly sworn did say that he executed the same.

Alan E. Brockbank
Notary Public
Residing at Salt Lake City, Utah

My Commission expires _____

Entry No. **6053**
Recorded at the request of John M. ...
Date June 9 - 1943 4:10 am
Book _____ Pages _____
Recorder Joseph F. Tipton
Utah County
Deputy Joseph J. ...
Sec. _____
Ind. _____
Com. _____
Fee _____
MAY 23 1943
Just. Sec. ...
(3)