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Entry No. 7718
 Recorded at the request of
 JUL 21 1943 11:30 A.M.
 Book Pages
 ELOISE F. TIPTON Recorder
 Utah County
 Deputy
 Compared Sec.
 Indexed Tp.
 Fee 70 R.
 Mail

7719
 AFFIDAVIT

STATE OF UTAH,)
 : ss.
 County of Utah.)

Lucille Haskell, being first duly sworn, deposes and says that she is personally acquainted with ERDINE CUSHING, one of the Grantors in that certain Warranty Deed, recorded April 18, 1939 in Book 348, Page 120 records of Utah County, Utah.

AND also with ERDINE CUSHING, the grantor in that certain Quit Claim Deed, recorded October 23, 1940 as Entry No. 8139, records of Utah County, Utah.

AND affiant knows that the said ERDINE CUSHING was a single woman at the time she executed said deeds, and further that she is the sister of Ellis Cushing, the other grantor in the first described deed.

Lucille Haskell

Subscribed and sworn to before me this 1st day of July, 1943.

J. C. Low

Residing at Payson, Ut.

NOTARY PUBLIC
 My commission expires:
3/8/43

Entry No. 7719
 Recorded at the request of
 JUL 21 1943 11:34 A.M.
 Book Pages
 ELOISE F. TIPTON Recorder
 Utah County
 Deputy
 Compared Sec.
 Indexed Tp.
 Fee 70 R.
 Mail

7753
 DECLARATION OF RESTRICTIONS
 APPLICABLE TO
 RICHLAND PARK, A SUBDIVISION

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

BLOCK ONE, beginning at a point which is 403.81' East & 1043.96' N 0° 31' E from the West 1/4 Corner of Sec. 24, Township 5 South, Range 1 East, Salt

530 - Lake Base and Meridian which point is the N. E. Corner of the intersection of 3rd East St. & 2nd South St. in American Fork City, Utah. Thence N 0° 31' E, 367.7' along the East Side of 3rd East Street, Thence S 89° 29' E, 165.9'; Thence So. 0° 31' W 367.7' to the North side of 2nd So. St., Thence N 89° 29' W 165.9' along the North Side of 2nd So. St. to the point & place of beginning.

BLOCK TWO, Beginning at a point which is 403.81' East & 981.76' N 0° 31' East from the West $\frac{1}{4}$ corner of Sec. 24, Township 5 South, Range 1 East, Salt Lake Base & Meridian, which point is the S. E. Corner of the intersection of 3rd East & 2nd So. Streets in American Fork City, Utah; Thence S 89° 48' E, 264.0', along the South side of 2nd So. St. Thence S 0° 25' 20" W 918.92'; Thence N 89° 29' W, 265.5'; to the East Side of 3rd East St; Thence N 0° 31' E, 917.5' along the East Side of 3rd East St. to the point & Place of beginning.

BLOCK THREE, Beginning at a point which is 331.41' East & 981.09' N 0° 31' East, from the West $\frac{1}{4}$ corner of Sec. 24, Township 5 South, Range 1 East, Salt Lake Base & Meridian, Which point is the S. W. Corner of the Intersection of 3rd East & 2nd So. Streets, American Fork City, Utah, Thence S 0° 31' W, 1328.8' along the West Side of 3rd East St. to the North Side of 4th So. St.; Thence N. 89° 29' W 192.4' along the North Side of 4th So. St.; Thence N 0° 33' E 133.4'; Thence So. 89° 29' E 51.32'; Thence N 0° 31' E, 1052.12'; Thence N 89° 29' W, 271.64'; Thence N 0° 31' E 141.0' to the So. Side of 2nd So. St., Thence So. 89° 48' E, 412.64' along the So. Side of 2nd So. St. to the point & place of beginning.

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

WHEREAS, a subdivision known as RICHLAND PARK has been created out of the above described property and a plat thereof recorded on the 21 day of

July 1943. Entry No. 7752 Book No. _____

in the office of the Utah County Recorder.

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

NOW, THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of Richland Park, a subdivision the owners 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 any lots in said subdivision. The restrictions are as follows:

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 and one-half stories in height, except, Lots 1 to 5 inc. in Block 3, which shall be two story duplexes. Each plot may have a private garage for not more than two cars. All lots except lots 2 Blk 1, Lots #3, 4, 10, 11, 17, 18 and 24 Block 2, and Lots 6 and 27, Block 3, may have a chicken coop, the floor area of which shall not exceed 300 sq. ft. per dwelling unit. The design of the garage and the coops must be approved by the construction committee and must be painted a color harmonious to the house.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot

531 - 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 respects to topography and finished ground elevation, by a committee composed to 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 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 7 years after date. 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 nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 25 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 shall be erected on any lot farther than 35 feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 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.

G. No dwelling costing less than \$4,000.00 shall be permitted on any

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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 650 square feet.

H-1. An easement for drainage and utilities installation and maintenance is reserved as shown on the recorded plat.

I. No person 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 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.

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.

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 20 day of July 1943.

Signed

By

Alan E. Brockbank

Alan E. Brockbank

Gayle Rich Brockbank

Gayle Rich Brockbank

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STATE OF UTAH

)
(ss.
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COUNTY OF UTAH

On the 20 day of July 1943, personally appeared before me Alan E. Brockbank, and Gaylie Rich Brockbank, his wife, who being by me duly sworn did say that they executed the same.

Alan E. Brockbank
Notary Public

March 14 1944
My Commission Expires.

Notary Public Seal: ALAN E. BROCKBANK, Notary Public, State of Utah, Commission Expires July 21, 1943. 4:52 PM. Recorded at the request of [Name], July 21, 1943, 4:52 PM. Entry No. 7778. Recorder: ELOISE F. TIPSON, Utah County, Utah. Compared: [Name]. Indexed: [Name]. Filed: [Name]. Mail: [Name].

7778

AMENDMENT TO DECLARATION OF RESTRICTIONS AND LIMITATIONS APPLYING TO AMENDED PLAT OF GENEVA HEIGHTS SUBDIVISION

WHEREAS, by instrument dated November 24, 1942 and recorded May 26, 1943 in the office of the County Recorder of Utah County, Utah, as Entry #5500, there was included the following provisions:

Heading: "Declaration of Restrictions and Limitations applying to Geneva Heights Subdivision."

Paragraph B: "No structure shall be erected, placed or permitted to remain on any of the above described lots or parcels of land other than one detached single family dwelling or duplex, and a private garage for not more than two cars."

Paragraph G: "No dwelling costing less than \$3,000 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 675 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one-half story structure."

"The present Owners and any grantee or grantees, or their agents, their heirs or assigns shall violate or attempt to violate any of the restrictions or limitations herein contained, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the provisions of this instrument, and either prevent him or them from so doing or to recover damages for such violation."

AND it is desired to change said provisions to read as hereinafter recited.

THEREFORE, the undersigned, constituting all of the owners in said subdivision do hereby agree to and do hereby change the above provisions to read as follows:

Heading: "Declaration of Restrictions and Limitations applying to amended Plat of Geneva Heights Subdivision."

Paragraph B: "No structure shall be erected, placed, or permitted to remain on any of the above-described lots or parcels of land other than one detached single family dwelling not to exceed one story in height, and a private garage for not more than two cars."