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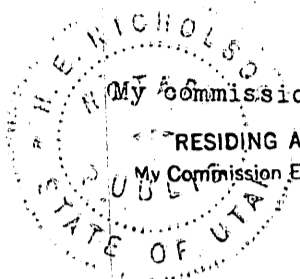
- Further affiant sayeth not.

*Alan E. Brockbank*

Subscribed and sworn to before me this 24th day of February, 1943.

*H. E. Nicholson*

Notary Public in and for the County of Utah, State of Utah.



My Commission expires: RESIDING AT PROVO, UTAH My Commission Expires Sept. 10, 1944

*Fee 90¢*

Book \_\_\_\_\_ Page \_\_\_\_\_ Indexed \_\_\_\_\_

1943 FEB 24 PM 3:06

RECORDED AT REQUEST OF ALAN E. BROCKBANK & GAYLIE BROCKBANK JOSE F. Tipton RECORDER UTAH CO. Salt Lake City

1520

1527

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 at a point which is South 153.24' from the northwest corner of Section 23, Township 5 South, Range 1 East, Salt Lake Base and Meridian which point is in the south boundary line of Main St. American Fork, Utah; thence South 89° 28' 30" East - 282.00' along said south boundary thence South 0° 39' West - 176.50' thence South 89° 28' 30" East - 66.00'; thence North 0° 39' East - 176.50'; to the south boundary of Main St.; thence South 89° 28' 30" East - 100.00' along the south boundary of Main St., American Fork City; thence South 0° 39' West - 176.50'; thence South 89° 28' 30" East - 369.0'; thence South 0° 39' West - 166.98' thence South 88° 47' East - 420.42' to the west boundary line of Third West St., American Fork, Utah; thence South 0° 39' West - 271.92' along said west boundary of Third West St., thence North 88° 47' West - 420.42' thence South 0° 39' West 247.1'; thence North 89° 09' West - 817.1'; thence North 89° 09' West 817.0'; thence North 0° 39' East - 857.86' to the south boundary of Main St., which point is 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 known as Columbia Village has been created out of the above described property and a plat thereof recorded on the 24<sup>th</sup> 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 said property.

NOW, THEREFORE, in consideration of the premises, and as a part of the general plan for the improvement of Columbia Village, a subdivision, Alan E. Brockbank does 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

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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 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.

except that coops will not be allowed in Lots 1, 4, 15 or 22 in Block 1, Lots 1, 3, 7 & 9 in Block 2, Lots 1, 3, 7 & 9 in Block 3, Lots 1, 27 & 34 in Block 4.

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 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 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

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- 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 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 \$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 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 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.

105 - 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 23 day of February 1943

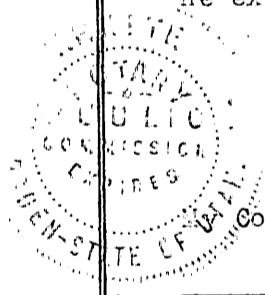
Signed

By Alan E. Brockbank  
Alan E. Brockbank  
Gayle Rich Brockbank

STATE OF UTAH )  
( ss.  
(  
COUNTY OF UTAH )

On the 23 day of Feb 1943 personally appeared and Gayle Rich Brockbank before me ALAN E. BROCKBANK, who being by me duly sworn did say that he executed the same.

T. P. Hite  
V. P. Hite, Notary Public  
Residing at Salt Lake City, Utah



Commission expires:  
2/19/46

Entry No. 1556  
RECORDED AT REQUEST OF  
D. E. Brockbank  
ELOISE F. TIPTON  
REGISTRAR  
UTAH CO.  
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1556  
PROPERTY LEIN

State of Utah  
County of Utah, SS

NOTICE IS HEREBY GIVEN that the Kolob Lumber Co., a corporation, of Springville, Utah County, State of Utah, dealers in lumber and other building materials, at the time herein mentioned, furnished materials which were actually used in the construction of that certain building structure or dwelling house now upon that certain lot and parcel of land in Springville, Utah County, State of Utah, and described as follows,

Commencing 2.92 chains South of the Northeast corner of Block 29, Plat "A", Springville City Survey of Building Lots; thence West 5 rods; thence North 50 feet; thence East 5 rods; thence South 50 feet to the place of beginning.