

Security Title & Abstract Co.  
22 East 1st North  
Provo, Utah  
Order No. 200

3950

COVENANTS

THESE COVENANTS shall run with the land known and platted as VALLEY VIEW SUBDIVISION, American Fork, Utah County, State of Utah, and each and every part thereof, which subdivision is described as follows, to-wit:

Commencing 455.40 ft. North and 66.00 ft. West of Northwest Corner of Block 48, Plat "A," American Fork City Survey of Building Lots, thence North 778.50 ft.; thence North 58° 39' West 173.50 ft.; thence West 643.05 ft.; thence South 0° 38' West 527.75 ft.; thence West 39.70 ft.; thence South 217.96 ft.; thence North 89° 05' West 170.02 ft.; thence South 258.98 ft.; thence East 176.52 ft.; thence on a 375 ft. radius curve to the left 70.03 ft. (Note: tangent to curve at point of beginning bears South 79° 18' West); thence South 186.60 ft.; thence East 200.87 ft.; thence North 265.60 ft.; thence East 171.38 ft.; thence North 123.80 ft.; thence East 464.50 ft.; to the place of beginning.

These Covenants shall be binding on all parties and all persons claiming under them until January 1, 1973, at which time said Covenants shall be automatically extended for successive periods of ten (10 years unless by vote of a majority of the then owners of the lots it is agreed to change, modify or abolish said Covenants in whole or in part.

If the parties hereto, or any of them, or their successor, 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 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 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 Residential Area shall consist of the following:

- Lots 1 to 16, inclusive, in Block 1
- Lots 1 to 18, inclusive, in Block 2
- Lots 1 to 14, inclusive, in Block 3
- Lots 1 to 18, inclusive, in Block 4

No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and not more than a two-car garage.

No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and lot 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 of Wilbur R. Harding, Elizabeth B. Harding, and Raymond Harding, or by a representative designated by a majority of the members 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 thirty (30) days after such 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. (Continued page 2)

209

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, 1973. 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.

All buildings erected on the lands herein above described in said Subdivision shall conform in every respect with the requirements of the zoning ordinance of American Fork City, Utah.

No residential structure shall be erected or placed on any building lot which lot has an area of less than 6,000 square feet or a width of less than fifty (50) feet at the front building setback line.

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.

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.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.

Easements five (5) feet wide or ten (10 feet wide for the construction, operation and maintenance of utilities and for an irrigation ditch over lots 1 to 8 inclusive in Block 1 and lots 1 to 18 inclusive in Block 2 shall be reserved across the backs or sides of the lots as shown on the official plat.

IN WITNESS WHEREOF, the owners of all the lots in the above mentioned Valley View Subdivision in American Fork City, Utah, have this Second day of April, 1953, caused these presents to be executed.

Raymond Harding  
Rikka Harding

STATE OF UTAH )  
                  ) ss  
COUNTY OF UTAH)

On the Second day of April, A.D. 1953, personally appeared before me Raymond Harding and Rikka A. Harding, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

William B. Harding  
Notary Public, residing at  
American Fork, Utah

My commission expires:

7-8-54



SECURITY TITLE & ABSTRACT CO.

-2-

ENTRY NO. **3950**  
SECURITY TITLE & ABSTRACT CO.  
BOOK PAGE  
THE MA VESTI UTAH COUNTY  
RECORDER  
APR 7 4 20 PM '53  
ABSTRACTED \_\_\_\_\_ SEC.  
PROOF READ \_\_\_\_\_ TP  
INDEXED \_\_\_\_\_ R