

4131

PROTECTIVE COVENANTS

of

"NOB-HILL
 XXXXXXXXXXXX SUBDIVISION, PLAT "A". A SUBDIVISION
 OF A PART OF THE SOUTHEAST QUARTER OF SECTION 11,
 TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE
 AND MERIDIAN, AMERICAN FORK CITY, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, A. FRANK GAISFORD and NAOMI P. GAISFORD,
 his wife, LEO A. TAYLOR and DE VEDA H. TAYLOR, and J. C. McCAULEY & SONS
 CONSTRUCTION COMPANY, sponsor, have heretofore caused to be surveyed,
 platted and subdivided into lots and streets, the following described real
 property located in Utah County, State of Utah, to-wit:

Beginning at a point on the section line which is
 S 89° 52' West 790.68' from the S.E. corner Section 11,
 T 5 S, R 1 E, S.L.B. & M. Thence N 3° -16' -25" W
 691.55' thence N 21° - 15' W 126.62' thence N 0° -
 47' W 885.48' thence S 88° -56' W 298.04' thence S 1° -
 04' E 1395.00' thence S 88° -56' W 170.00' thence N 72° -
 02' - 03" W 169.19' thence S 47° - 28' W 225.00' thence
 S 29° -27' E 220.72' thence N 89° - 52' E 789.52' to point
 of beginning.

That the Subdivision so platted is designated and known as
 "NOB-HILL
 XXXXXXXXXXXX SUBDIVISION"; that the plat thereof was accepted by American Fork
 City Council and the Mayor of American Fork City on April 4, 1955,
 and has been recorded in the Office of the County Recorder of Utah County,
 Utah, on April 4, 1955.

That the undersigned, A. Frank Gaisford and Naomi P. Gaisford,
 his wife, Leo A. Taylor and DeVeda H. Taylor, and J. C. McCauley & Sons
 Construction Company, are the owners of all of the land located in said
 Subdivision except the portion thereof dedicated as public streets.

NOW, THEREFORE, all of the lots shown on the Plat "A" of ~~XXXXXXXXXX~~ ^{NOB-HILL}
 Subdivision are held and shall be conveyed subject to the restrictions and
 covenants hereinafter set forth and all persons or corporations who hereafter
 own or have any interest in any lot in said subdivision shall take hold the
 same subject to the agreement and covenant with the other owners, their heirs,
 successors and assigns, to conform to and observe the same for a period of
 twenty-five (25) years from the date of recording; provided, however, that
 each of said restrictions and covenants shall be renewed and automatically

221

continued thereafter for successive periods of Ten (10) years each; unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

USE OF LAND

All of the lots shown on plat shall be used only for private single family dwellings of not to exceed Two (2) stories in height and a private garage for not more than two (2) cars. No animals or fowl shall be housed, maintained or kept on any of the lots except household pets.

SET BACK OF IMPROVEMENTS AND APPURTENANCES

No building shall be erected on any of said lots nearer than twenty (20) feet to the front lot line, nor nearer than eight (8) feet to any side line. The side line restriction shall not apply to a garage located on the rear one-quarter of any lot, except that on corner lots no structure shall be permitted nearer than fifteen (15) feet to the side street line.

NO TRADE OR BUSINESS PERMITTED

No trade or business of any kind or nature shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other out-building shall be moved onto or erected on any lot for use as a residence, temporary or permanently, and no residence of a temporary character shall be permitted thereon, excepting for Contractor's temporary buildings.

PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED

No building shall be placed or erected on any lot until the design and location have been approved, in writing, by a committee composed of LeRoy W. Johnson, Architect, J. C. McCauley and Harold O. Thornton.

In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, then such approval will not be required, provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures

222
222
in the subdivision.

BUILDINGS PERMITTED

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than nine hundred (900) square feet, in the case of one story single family dwellings, and not less than eight hundred (800) square feet in the case of one and a half or two-story single family structures. (See Paragraph "Use of Land")

LOT REQUIRED FOR BUILDING

No residential structure shall be erected or placed on any building plot which has an area of less than eight thousand (8000) square feet or a width of less than seventy (70) feet at the front building set back line.

EASEMENT FOR UTILITIES

An easement is reserved over the rear five (5) feet of each lot, and as otherwise indicated on recorded Plat, for utility installation and maintenance.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any person, or persons or corporation, except in respect of breaches committed during its, his, her or their seisin of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned, A. Frank Gaisford and Naomi P. Gaisford, his wife, Leo A. Taylor and DeVeda H. Taylor, and J. C. McCauley & Sons Construction Company, or the owner or owners of any of the lots in this subdivision to enforce any of the

223

223

223

restrictions herein set forth at the time of its violation shall, in no event, be deemed a waiver of the right to do so thereafter.

INVALIDATION OF RESTRICTIONS

The invalidation of any restriction herein contained, by judgment or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS the hands of said A. Frank Gaisford and Naomi P. Gaisford, his wife, Leo A. Taylor and DeVeda H. Taylor, and J. C. McCauley & Sons Construction Company, this 4 day of April, 1955.

RECORDED
INDEXED
FILED
APR 11 4 24 PM '55
SALT LAKE CITY
UTAH
COUNTY OF SALT LAKE

A. Frank Gaisford
A. Frank Gaisford
Naomi P. Gaisford
Naomi P. Gaisford, his wife
Leo A. Taylor
Leo A. Taylor
DeVeda H. Taylor
DeVeda H. Taylor, his wife
J. C. McCauley & Sons Construction Co.
By L. D. Thornton
Partner

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 4 day of April, 1955, personally appeared before me, A. Frank Gaisford, Naomi P. Gaisford, his wife, Leo A. Taylor, DeVeda H. Taylor, his wife, and _____ of J. C. McCauley & Sons Construction Co., the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Weston Barrett
NOTARY PUBLIC
Residing at: Provo, Utah

224
[Signature]
A. Frank Gaisford
[Signature]
Norman P. Gaisford, his wife
[Signature]
Leo A. Taylor

SECURITY TITLE & ABSTRACT CO.

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APR 4 80

PROOF READ
INDEXED
FILED

ABSTRACTED
INDEXED
FILED

APR 4 4 54 PM '55

Helena Westford
BOOK PAGE
THELMA VEST
UTAH COUNTY
RECORDER

SECURITY TITLE & ABSTRACT CO.

4131

4132

Corporation Release of Real Estate Mortgage

KNOW ALL MEN BY THESE PRESENTS:

That THE COMMERCIAL BANK OF UTAH, a corporation with its principal place of business at Spanish Fork, Utah, duly organized, existing and doing business under and by virtue of the laws of the State of Utah, in consideration of the sum of Five DOLLARS, to it paid by Ralph Nolan Fugate, the receipt of which is hereby acknowledged, does hereby certify and declare that a certain mortgage bearing date the 23rd day of December, A. D. 19 54, made and executed by Ralph Nolan Fugate and Evelyn Fugate, his wife Mortgagor^s therein to THE COMMERCIAL BANK OF UTAH, and recorded in the office of the County Recorder of the County of Utah, State of Utah, in book 669 of Mortgages, at page 573-5, on the 24th day of December, A. D. 19 54, together with the debt thereby secured is fully paid, satisfied and discharged.

WITNESS the signature and seal of said corporation, this 1st day of April, A. D. 1955.



State of Utah,

County of Utah,

THE COMMERCIAL BANK OF UTAH,

a corporation

By

Vivian H. Stewart

Its

Assistant Manager

On the 1st day of April, A. D. 19 55, before me, a Notary Public, in and for the County of Utah, State of Utah, personally appeared Vivian H. Stewart, who, being by me duly sworn, did say that she is an officer and agent of THE COMMERCIAL BANK OF UTAH, a corporation of the State of Utah, to wit: the Assistant Manager thereof, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Vivian H. Stewart acknowledged to me that said corporation executed the same.

I further certify that my commission as said Notary Public expires on the 27th

April January, A. D. 19 56

Frances [Signature]

Notary Public

Residing at Spanish Fork, Utah, Utah

