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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS APPLYING TO EDGEFIELD SUBDIVISION, A subdivision of a portion of the Northwest quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in American Fork City, Utah County, Ut.

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district,

WHEREAS, it is proposed that said district and section of land shall have protective covenants applying to and running with said land, and binding upon all parties, their heirs, successors, and assigns, and all persons who shall hereafter acquire any part of the real property referred to herein;

NOW, THEREFORE, the signers of this instrument in consideration of their mutual promises and in consideration of the covenants herein made, do agree to and with each other as to the following described real property located in Utah County, Utah, to-wit:

Edgefield subdivision, a subdivision of a portion of the Northwest quarter of Section 24, Twp. 5 South, Range 1 East, Salt Lake Base and Meridian, located in American Fork City, Utah County, State of Utah, more particularly described by meets and bounds as follows, to-wit:

Commencing 10.168 chains East and 1.0 chain North of the Southwest corner of the Northwest quarter of Sec. 24, Twp. 5 South, Range 1 East, Salt Lake Base and Meridian; thence North $0^{\circ} 17'$ East 908.4 feet; thence South $89^{\circ} 29'$ East 248.27 feet; thence South 345.18 feet; thence East 77.86 feet; thence South 561.0 feet; thence West 330.6 feet to the point of beginning.

described as

Also, commencing North $89^{\circ} 29'$ West 405.0 feet and South $0^{\circ} 31'$ West 66.0 feet from the Southeast corner of Block 1, Plat "A" of the American Fork City Survey of Building Lots; thence South $89^{\circ} 29'$ East 248.27 feet; thence South 345.18 feet; thence East 77.86 feet; thence South 561.0 feet; thence West 330.6 feet; thence North $0^{\circ} 17'$ East 908.4 feet to the point of beginning.

These covenants are to run with the above land and shall be binding on all parties and all persons claiming under any party hereto and owning or claiming any interest in any part of the above property until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of five years until January 1, 1985, unless by vote of the owners of more than 50 percent of the area of the above property it is agreed within thirty days after January 1, 1975, or within 30 days after January 1, 1985, to change, modify or abolish said covenants in whole or in part.

If the parties hereto, or any of them, or their successors, heirs, or assigns, or any other persons or parties who may hereafter assert or claim any title or interest in any of the real property referred to herein, shall violate or attempt to violate any of the provisions or covenants, it shall be lawful for any other person or persons owning any portion of the above real property, or any interest therein, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such provision or covenant and either to prevent him or them from so doing or to recover damages for such violation, or both. Invalidity of any

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one or more of the restrictions or covenants contained herein by judgment of court, or otherwise, shall in no way effect any of the other provisions which shall remain in full force and effect.

All lots in the above tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one attached single-family dwelling and a private garage for not more than two cars, which garage may be either attached to such dwelling or detached therefrom.

No building shall be located on any residential building lot nearer than thirty (30) feet to the front lot line, nor nearer than twenty (20) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 6 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than seventy (70) feet at the minimum building setback line or an area of less than 6,000 square feet;

Easements for installation and maintenance of utilities and irrigation facilities are reserved as shown on the recorded plat over & along the rear six (6) feet of each lot.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

No dwelling shall be permitted on any lot at a cost of less than \$9,000.00, based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the State Board of Health on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

IN WITNESS WHEREOF, the said owners of the hereinbefore described property, being duly authorized, have caused their names to be hereunto subscribed on this 23rd day of April, 1953.

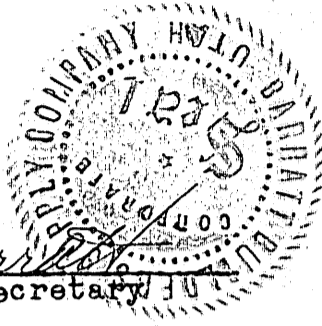
Harry E. Barratt
Mary Barratt

BARRATT BUILDERS SUPPLY COMPANY,
a corporation,

By Thomas A. Barratt
Its President

Attest:

Glen C. Barratt
Its Secretary



STATE OF UTAH)
County of Utah) ss.

On the 23 day of April, A. D. 1953, personally appeared before me, a Notary Public in and for the State of Utah, Harry E. Barratt and Mary Barratt, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Residing at: American Fork, Utah
My Commission expires: 1/24/55

Harry E. Barratt
NOTARY PUBLIC

STATE OF UTAH)
County of Utah) ss.

On the 23 day of April, A. D. 1953, personally appeared before me Thomas A. Barratt and Glen C. Barratt who being by me duly sworn did say, each for himself, that he, the said Thomas A. Barratt is the president, and he, the said Glen C. Barratt is the secretary of Barratt Builders Supply Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Thomas A. Barratt and Glen C. Barratt each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Residing at: American Fork, Utah
My Commission expires: 1/24/55

Harry E. Barratt
NOTARY PUBLIC

Barratt Builders Supply Co. American Fork Utah

INDEXED
PROOF READ
ABSTRACTED
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ENTRY NO. 4716
Barratt Builders Supply Co.
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THE LMA VEST UTAH COUNTY
RECORDED
Felma Vest