

(2)

DECLARATION OF BUILDING USE RESTRICTIONS & PARTY WALL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: This declaration is made this 102th day of July, 1996, by Olin R. Johnson, Ben A. Johnson, and Holly Johnson.

THAT, WHEREAS, the undersigned, being the owner of the following real property located in the City of American Fork, Utah County, State of Utah, to-wit:

Lots 301 and 302, Plat B, A 'n R Sub. Area 0.23 AC

We do hereby establish the nature of the use and enjoyment of both lots and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

1. Land use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one attached single-family dwelling not to exceed two stories in height and private garages and/or carports for not more than three vehicles.

2. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$40,000 inclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

3. Building Location.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) The dwellings to be constructed will have a common wall with an adjoining dwelling on an adjacent lot and will have a zero side yard, a minimum 8 foot side yard for the opposite side shall be required. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located as permitted by American Fork City ordinances from the rear lot line.

(c) For the purpose 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 any building on a lot to encroach upon another lot.

4. Nuisances. 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 automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

5. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

6. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

8. Oil and Mining Operations. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any lot.

9. Landscapeing. Trees, lawns, shrubs, or other planting provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense.

10. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, created erosion or sliding problems, or

which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

11. Party Walls. That portion of the boundary line of any lot upon said property occupied or covered by a building containing a division wall will be construed to exactly longitudinally bisect said division wall; the owners of the wall on each half of said wall shall have an easement of support in the other one half of said wall, and said wall shall be a party wall for the benefit of both parties, subject to the following rights and obligations:

(a) Should said party wall at any time be damaged or destroyed by the default or negligence of one of said parties, such party shall rebuild or repair said wall to a condition equal or better than immediately prior to its being damaged and shall compensate the other party for any damage to the property of such other party.

(b) In the event either party desire to extend their respective buildings either longitudinally along said wall, said extension shall be on top of and/or on the same line as the present wall or any extension thereof. When either party shall so extend said wall, the other party shall have the right to use as a party wall and join the same by pay use, it being understood that any such extension shall at all time be a party wall.

(c) The rights and obligations of said parties in and to said party wall shall be perpetual; shall run with the land and shall benefit and apply to their respective heirs, administrators, executors and assigns.

12. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of Lot #1 and a majority of Lot #301 has been recorded agreeing to change said covenants in whole or in part.

13. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Olin R. Johnson
Olin R. Johnson

Ben A. Johnson
Ben A. Johnson

Holly Johnson
Holly Johnson

STATE OF UTAH
COUNTY OF UTAH

On this the 10th day of July, 1996, personally appeared before me Olin R. Johnson, the signee of the within instrument, who duly acknowledged to me that they executed the same.

Quene B. Herbert
Notary Public

My commission expires _____

Residing in Orem, Utah

