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AMENDED DECLARATION OF RESTRICTIONS AND LIMITATIONS APPLYING
TO NORTH PARK SUBDIVISION.

WHEREAS, the undersigned are the owners of the following described property located in Provo City, Utah County, State of Utah, to-wit:

Commencing 7.3 chains South and 90 links West of the Northwest Corner of Lot 2, Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence South $13^{\circ}44'$ West 234.8 feet; thence North 89° West 205.75 feet to the East line of Fifth West Street; thence South 1° West 190.00 feet; thence South 89° East 120.00 feet; thence South 1° West 49.5 feet; thence North 89° West 120.00 feet; thence South 1° West 210.9 feet to the North side of Seventh North Street; thence North along the north side of Seventh North Street 89° East 716.03 feet; thence North $1^{\circ}53'$ East 124.4 feet; thence North $89^{\circ}52'$ East 451.11 feet more or less to what is known as the Factory Race; thence North 1° East along the center of Factory Race 486.1 feet; thence North 89° West 914.5 feet to place of beginning.

Also, commencing 21.60 chains South and 73.3 feet West of the Northeast Corner of the Northwest Quarter of Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian on the north boundary of North Park; thence South 89° East 471.7 feet; thence North $1^{\circ}53'$ East 216.00 feet more or less to the south side of Seventh North Street; thence along south side of Seventh North Street North 89° West 475.1 feet; thence South 1° West 216.00 feet more or less to beginning. Area 2.39 acres.

AND, WHEREAS, said property has been platted into blocks, lots, streets and alleys under a plat designated as "North Park Subdivision, Provo City, Utah." Said plat having been approved by the Board of Commissioners of Provo City, and duly filed in the office of the County Recorder of Utah County, Utah, and

WHEREAS, it was at the time of the filing of said plat the intention of the undersigned owners of said North Park Subdivision, Provo City, Utah, that certain protective and restrictive limitations pertaining to the use of the respective lots or parcels of land by the purchasers thereof, should be established, fixed and attached, and become appurtenant to each of the said lots or parcels of land located in said subdivision, and more particularly hereinafter described, and

WHEREAS, it was not practical to set forth such protective and restrictive limitations in the dedication made by the owners

540 in the plat approved by the Board of Commissioners of Provo City, Utah, and filed in the office of the County Recorder of Utah County, Utah.

NOW, THEREFORE: It is hereby determined, fixed, and declared that the following protective and restrictive limitations are binding on, appurtenant to, and run with each and every lot or parcel of land in said subdivision hereinafter described, and said restrictions and limitations shall be binding on all parties and all persons claiming under, and as grantees of the undersigned, to-wit:

(A) The blocks and lots to which said restrictions and limitations shall apply are described as follows:

Blocks 5, 7, 9, 12, 13, 14 and Lots 1, 2, 10, 11, 12, 13 and 14 in Block 6, and Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 8, all in North Park Subdivision, Provo City, Utah.

(B) No person or persons of any race other than the Caucasian shall use or occupy any structure in said subdivision, except that this covenant shall not prevent occupancy by a domestic servant domiciled with an owner, or tenant.

(C) No structure shall be erected, placed or permitted to remain on any of the above described lots or parcels of land other than one detached single family dwelling or duplex, and a private garage for not more than two cars.

(D) No building shall be erected, placed or altered upon any of the above described lots or parcels of land

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until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by a committee composed of a member of the Board of Adjustment of Provo City, the City Engineer and the City Recorder, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said Committee or its designated representative fails to

541 - approve or disapprove such design or location within twenty (20) days after said plans and specifications have been submitted to it, such approval will not be required, and this provision will be deemed to have been fully complied with. Said Committee nor either of its members, nor its designated representative shall be entitled to any compensation for services performed hereunder.

(E) All buildings erected on the lands hereinabove described in said subdivision shall conform in every respect with the requirements of the Zoning Ordinance of Provo City.

(F) No noxious or offensive trade or activity shall be carried on upon any lot or parcel of land hereinabove described, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

(G) No trailer, basement, tent, shack or out building erected or placed on said lots or parcel of land hereinabove described shall at any time be used as a

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residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(H) No dwelling costing less than Four Thousand (\$4000.00) Dollars shall be permitted to be erected on any part of said property.

(I) These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, 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 said covenants in whole or in part.

(J) The deed of conveyance covering any of the lots or parcels of land hereinabove described shall contain a clause referring to this instrument, the date and Book and Page of its recordation, and making the provisions of this instrument a part of the conveyance by reference.

If any grantee or grantees, or their agents, their

542 heirs or assigns shall violate or attempt to violate any of the restrictions or limitations herein contained, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the provisions of this instrument, and either prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of the provisions of this instrument by any judgment or court order shall in no wise affect any of the other provisions, and such provisions shall remain in full force and effect.

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The provisions of this instrument or declaration shall be just as effective and binding upon the purchasers of any of the lots or parcels of land hereinabove described as if the provisions hereof were a part of the plat of said North Park Subdivision submitted and approved by the City Commission of Provo City, Utah, and filed in the office of the County Recorder of Utah County, State of Utah, on December 3, 1942.

This Amended Declaration is made and recorded in lieu and in place of that certain Declaration of Restrictions recorded in the office of the County Recorder of Utah County, State of Utah, on December 3, 1942, as Entry No. 9864, which said Declaration is hereby annulled, made void and superceded by this Amended Declaration.

WITNESS OUR HANDS AND SEALS THIS 10th DAY OF
DECEMBER, A.D., 1942.

Charles A. Peterson
Elvena Peterson

STATE OF UTAH)
COUNTY OF SALT LAKE : SS
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On this 10th day of December, A.D., 1942, personally appeared before me, Charles A. Peterson and Elvena Peterson, his wife, the signers of the above instrument, who duly ack-

