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J. H. Smeath
Provo UT

Presented by _____
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Page _____
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J. H. Smeath

13655

DECLARATION OF RESTRICTIONS AND LIMITATIONS ON
J. H. SMEATH SUBDIVISION, PROVO CITY, UTAH

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

Commencing 2 rods South of the Northwest Corner of Section 5, Township 7 South, Range 3 East, Salt Lake Base and Meridian; running thence South 9.64 chains; thence South 89° East 1 1/2 rods; thence North 150 feet; thence South 89° East 90 feet; thence South 150 feet; thence South 89° East 241.2 feet; thence North 60° East 283.8 feet; thence North 27° West 9.07 chains; thence West 4.75 chains; thence South 1 rod; thence South 45° West 1.41 rods to beginning.

AND, WHEREAS, said property has been platted into blocks, lots, streets and alleys under a plat designated as "J. H. Smeath 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 J. H. Smeath 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 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:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 in Block 1, and Lots 1, 2, 3, 4, 5, 6, and 7 in Block 2, all in J. H. Smeath Subdivision, Provo City, Utah.

INTENTIONALLY DELETED (B) _____

(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 not to exceed two stories in height and a private garage for not more than two cars.

GEORGE S. BALLIF
ATTORNEY AT LAW
PROVO, UTAH

238 (D) No building shall be erected, placed or altered upon any of the above described lots or parcels of land 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 representatives fails to 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 hereon 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 residence temporarily or permanently, nor shall any structure of a residence.

(H) No dwelling costing less than Four Thousand (\$4,000.00) 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 November 1, 1971, 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 hereinafter 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.

(K) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

If any grantee or grantees, or their agents, their 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 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.

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 the 15 day of October, 1946.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Provo, Utah County, State of Utah, this 15th day of October, A.D., 1946.

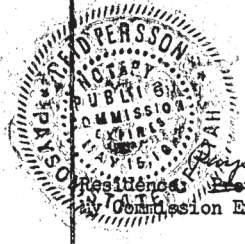
J. H. Smith
Charles Smith

18022

209

STATE OF UTAH)
): SS
COUNTY OF UTAH)

On this 15th day of October, A.D., 1946, before me, a Notary Public in and for Utah County, State of Utah, personally appeared JOHN H. SMEATH and DELORES SMEATH, husband and wife, the signers of the above and foregoing Declaration, who duly acknowledged to me that they executed the same.



Reid Persson
Notary Public

Residence: Provo, Utah
My Commission Expires September 20, 1948

5/15/47

Entry No. 13655
Recorded at request of
Book 452 Page 239
ELOISE P. FILLMORE REYNOLDS
1946 OCT 15 PM 4:25
Recorded by
Compared by
Indexed by
for \$3.00 Mail to

13737

STATE OF UTAH) AFFIDAVIT
): SS.
County of Utah)

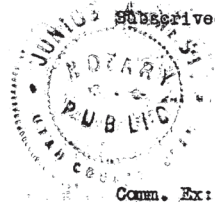
C. B. Cochran, being first duly sworn, deposes and says:

That he is a citizen of the United States of America; and that he is over the age of 21 years;

That he knows of his own knowledge that Christen Christensen, the grantor in that certain Warranty Deed from Christen Christensen to Nils Rasmussen, dated July 10, 1906, and recorded November 23, 1906, in Book 88 of Deeds, Page 340, of records of Utah County, Utah, was a single man at the date of said deed.

C. B. Cochran

Subscribed and sworn to me this 17th day of Oct, 1946.



James A. West
Notary Public

Comm. Ex: Sept 7, 1947 Residence Pleasant Grove, Utah

James A. West
Notary Public
21#1 Box 207
Provo, Utah

Entry No. 13737
Recorded at request of
Book 452 Page 239
ELOISE P. FILLMORE REYNOLDS
1946 OCT 17 AM 11:39
Recorded by
Compared by
Indexed by
for \$3.00 Mail to