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DECLARATION OF RESTRICTIONS AND LIMITATIONS APPLYING TO GENEVA HEIGHTS SUBDIVISION

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

Commencing 1363.56' West of the Southeast Corner of Section 9, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°52' East 310'; thence North 1406.04'; thence East 553.67'; thence South 1716'; thence West 538.36' to point of beginning. Area 21.82 acres.

AND WHEREAS, said property has been platted into blocks, lots, streets, and alleys under a plat designated as "Geneva Heights Subdivision, Orem City, Utah." Said plat having been approved by the City Council of Orem 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 Geneva Heights Subdivision, Orem 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, filed and attached, and become appurtenant to each of the said lots or parcels of land by the purchasers thereof, should be established, filed and attached, and become appurtenant to each of the said lots or parcels of land located in said subdivision, and now, to wit, hereby hereinafter described, and

WHEREAS, it was not practical to set forth such protective and restrictive limitations in the declaration made by the owners in the plat filed with the City Council of Orem City, Utah.

NOW, THEREFORE; It is hereby determined, agreed, 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:

Block 1, lots 1 to 21, inclusive; block 2, lots 1 to 25 inclusive; block 3, lots 1 to 33 inclusive; block 4, lots 1 to 10 inclusive; and block 5, lots 1 to 2 inclusive, all in Geneva Heights Subdivision, Orem City, Utah.

(B) 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

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(C) 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 George Smeath, Robert Wilson and Levi Nelson, 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 approve or disapprove such design or location within thirty (30) 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.

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

(E) 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.

(F) 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 temporary nature be used as a residence.

(G) No dwelling costing less than \$3,000, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 675 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one-half story structure.

The present Owners and 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 from so doing or to recover damages for such violation.

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- 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.

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 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.

No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 6 feet to any side lot line.

No person or persons of any race other than the Caucasian race shall use or occupy any structure in this subdivision except that this covenant shall not prevent domestic servants domiciled with an owner or tenant from occupying such structure.

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 Geneva Heights Subdivision submitted to and approved by the City Council of Crem City, Utah.

WITNESS our hands and seals this 24th day of November, A.D., 1942.

Levi E. Nelson  
Elva B. Nelson

Kendall D. Garff  
Marjorie H. Garff

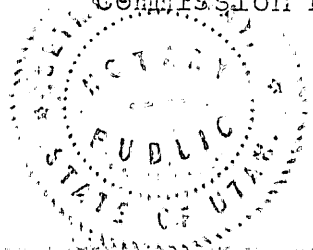
STATE OF UTAH )  
                  ) SS  
COUNTY OF UTAH )

NOV 24 1942

On this 24th day of November, A.D. 1942, before me, a Notary Public in and for Utah County, State of Utah, personally appeared Levi E. Nelson, Elva B. Nelson, and Kendall D. Garff and Marjorie H. Garff, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Seymour Gray  
Notary Public

Residence: Provo, Utah  
Commission Expires: Dec. 2, 1945



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RECORDED AT REQUEST OF  
 ELOISE F. TIPTON  
 RECORDER  
 SALT LAKE COUNTY  
 1943 MAY 26 AM 10:42

367  
 CORNER OF BIVE  
 BEHIND OF BIVE

Boyd 5222  
 Provo Ut  
 Fee 3.50

5500

ORIGINAL 5523

### TAX SALE REDEMPTION CERTIFICATE

No. 273

Office of City Treasurer

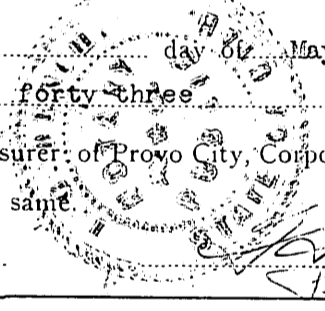
Provo City, Utah, May 26, 1943.

RECEIVED OF Axel M. Johnson

One Hundred Seventy Seven and 94/100 Dollars, \$177.94  
 the same being to redeem the following described premises, situate in Provo City, County of Utah, State of Utah, from  
 a certain sale thereof for Delinquent Special Taxes made by the City Treasurer of Provo City on December 29, 1936  
 to Provo City, Utah to-wit:

DESCRIPTION	TAX AND COSTS
Sidewalk #10 Extension No. 11 Book 318 Page 115	Tax and Costs at Date of Sale - - \$127.61
Part of Lot 6 Block 15 Plat or Sub A	Interest from Date of Sale - - - - \$ 49.13
Described as follows Commencing at the northeast corner of lot 6 of block 15, Plat "A", Provo City, Utah County, Utah, thence south 6 rods; thence west 6 rods; thence north 6 rods; thence east 6 rods to beginning.	Redemption Certificate Fee - - - - \$ 50
	Recording Fee - - - - - \$ 70
	\$177.94
	<i>J. Walter Prather</i> Treasurer of Provo City
By _____	

County of Utah }  
 State of Utah } ss.  
 On the 26th day of May A. D. one thousand  
 nine hundred and forty three Personally appeared before me  
 J. Walter Prather Treasurer of Provo City Corporation, the signer of the above instrument  
 who duly acknowledged to me that he executed the same  
 My commission expires March 22, 1947



*J. Walter Prather*  
 Notary Public  
 Provo, Utah

RECORDED AT REQUEST OF  
 ELOISE F. TIPTON  
 RECORDER  
 SALT LAKE COUNTY  
 1943 MAY 26 PM 3:37

Boyd 5222  
 Provo Ut  
 Fee 7.00

Boyd 7113  
 Provo Ut

5523

5542  
RESOLUTION

WHEREAS, The Salt Lake & Utah Railroad Corporation is the owner of the real estate hereinafter described, subject to the lien of an Indenture and Mortgage dated as of April 1, 1938, to and in favor of First Security Trust Company as Trustee thereunder to secure the railroad's bonds in the principal amount of Four Hundred Thousand and no/100 Dollars (\$400,000.00), which mortgage is recorded in the records of Salt Lake County, Utah, in Book 226 of Mortgages at pages 1 to 16 inclusive, and in the records of Utah County, Utah in Book 339 of Mortgages, page 303, and