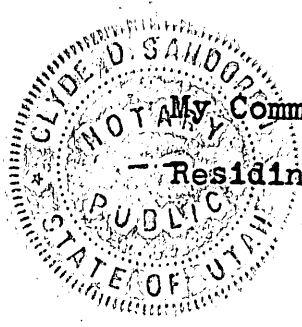


354-

STATE OF UTAH X
COUNTY OF UTAH X ss.:

On the 8th day of July, A. D., 1950, personally appeared before me MARTHA T. PYNE, HYRUM E. JOHNSON and LuRENA H. JOHNSON, the signers of the above contract, who duly acknowledged to me that they executed the same.



Clyde D. Sandgren
Notary Public

Commission Expires April 10, 1951.
Residing at Provo, Utah.

9333
AUG 15 11 05 AM '50
RECORDED BY
COMPARED BY
INDEXED BY
FEES \$40
MAIL TO
9335

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO PLAT OF GENEVA GARDENS SUBDIVISION, OREM, UTAH

WHEREAS, the E. L. Nielson Subdivision, Orem, Utah, has been incorporated in and is now a part of Geneva Gardens Subdivision; and

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district to be known as Geneva Gardens Subdivision; and it is further proposed that said district and section of land shall have protective Covenants and Restrictions applying to and running with said land, and binding upon all parties, their heirs, successors, and assigns (and superseding and replacing the earlier restrictive covenants applying to the said E. L. Nielson Subdivision);

NOW, THEREFORE, the signers hereof, being all of the present owners of said land, in consideration of the Covenants and mutual promises made herein, do severally agree with each other as to the following-described property:

Beginning at a point on the North line of 1000 South Street, said point being located 1327.5 feet along Section Line bearing S. 0° 32.5' E. and 635 feet along the North side of 1000 South Street bearing S. 88° 58' from the West quarter corner of Section 23, Township 6 South, Range 2 East, S. L. B. & M.; thence S. 88° 58' E. 944.28 feet; thence N. 18° 13' W. 738.14 feet; thence N. 88° 58' W. 857.11 feet; thence S. 8° 17.5' E. 400.0 feet; thence S. 88° 58' E. 140.0 feet; thence S. 0° 17.5' E. 297.0 feet to the place of beginning; containing 14.58 acres.

These Covenants shall be binding on all parties and all persons claiming under them until January 1, 1970, 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, modify or abolish said Covenants in whole or in part.

If the parties hereto, or any of them, or their successors, heirs, or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these Covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

355 - All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached family dwelling or one duplex dwelling and not more than one two-car garage.

No building shall be erected, placed or altered on any building lot in this subdivision until (a) all plans therefor have been approved by the Orem City Building Inspector, and (b) the building plans, specifications and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a Planning Committee composed of Hyrum E. Johnson, Enos L. Nielson, S. O. Pyne, _____, and _____, or by a representative designated by a majority of the members of said Committee. Said Committee shall serve until the second Tuesday in January, 1954, at which time all of the then owners of property in said subdivision shall elect, by majority vote of those present at a meeting held for the purpose, a Committee to serve for the ensuing three-year period. Similar elections shall be held on the second Tuesday in January each third year thereafter. If one or more of said members shall die or for any other reason be unavailable to consider matters relating to the subdivision plans, the remaining member, or members, shall have full authority to approve or disapprove such design and 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 and location within forty-eight (48) hours after such plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

No buildings shall be located on any residential building lot nearer than thirty (30) feet to the street lot line, except that buildings on lots having side yards abutting Ninth South Street may be placed as near to said side lot line as twenty-four (24) feet.

All buildings, improvements, and uses shall conform to the Orem City Zoning and Subdivision Ordinances.

No lot shall be redivided into, and no dwelling shall be erected or placed upon, any lot having a width of less than sixty-five (65) feet at the minimum building setback line or an area of less than 7,000 square feet.

Easements for installation and maintenance of utilities and irrigation ditches are reserved, as shown on the recorded plat, over the rear five (5) feet of each lot.

No noxious or offensive activity shall be carried on upon any lot, and nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No structure of a temporary character, basement, shack, barn or other out-building shall be placed, erected or used upon any lot at any time as a residence, either temporarily or permanently. No dwelling costing less than seven thousand dollars (\$7,000.) based upon cost levels prevailing upon the date these covenants are recorded shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 780 square feet.

All dwellings shall be built in a workmanlike manner of high quality materials, and all new dwellings shall be constructed of either good quality face brick with lava blocks for backing or brick veneer over frame construction. In the latter case, the outside of the studs shall be covered with not less than one-half (1/2) inch vapor-resistant wallboard or sheathing covered with vapor-resistant building paper.

Attached garages shall be built of the same kind and quality of materials and with the same degree of workmanship as the dwellings. Detached garages may be built of good quality lumber, provided the parts thereof facing the street or streets shall be at least twelve (12) feet back of the rear line of the dwelling.

No bill boards or unsightly structures of any kind shall be permitted within the area covered by this declaration. No business or industrial buildings shall be permitted within the subdivision without the prior approval of the Planning Committee.

IN WITNESS WHEREOF, the said owners of the hereinabove-described property have caused their names to be hereunto subscribed on this 4th day of May, 1950.

356

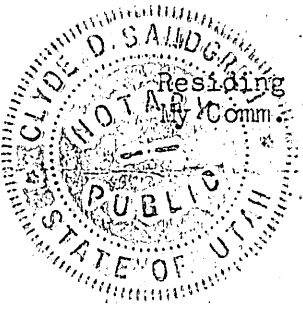
<u>Anna L. Nilsson</u>	<u>Gladys Nielson</u>
<u>Hyrum E. Johnson</u>	<u>Lubena H. Johnson</u>
<u>Joseph R. Hoover</u>	<u>Claudys J. Hoover</u>
<u>E. Hammond</u>	<u>Florence F. Hammond</u>
<u>E. E. Sandquist</u>	<u>Madelaine P. Sandquist</u>

- 2 -

<u>Kenneth R. Whitwood</u>	<u>Margaret Lee Whitwood</u>
<u>Doubt Davis</u>	
<u>Frank D. Price</u>	<u>Myrtle Price</u>
<u>Martha J. Pyneby</u>	<u>Samuel O. Pyne</u>
<u>Arson Prestwich</u>	<u>Sarah E. Prestwich</u>

Subscribed and sworn to before me this 15th day of August, A. D., 1950

Clyde D. Sandgren
Notary Public



Residing at Provo, Utah
Comm. Expires 4/10/51

9335

RECORDED BY
AUG 15 11 20 AM '50

INDEXED BY
FEE 5.00

632 E. 8th St.
Provo

REC. ROOM 1-2
TR 3-4
R. Quinn Gardner

WAGER
REC. CLERK
DEPUTY

Hyrum E. Johnson
Margaret Lee Whitwood