

10146

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 1716'; thence East 554'; thence South 1716'; thence West 554' 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, 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 filed with the City Council of Orem City, 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:

Block 1, lots 1 to 21, inclusive; block 2, lots 1 to 25 inclusive; block 3, lots 1 to 38 inclusive; block 4, lots 1 to 10 inclusive; and block 5, lots 1 to 8 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 more than two cars.

(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.

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(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 and 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.

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.

496 - 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 20 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 10 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.

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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 Geneva Heights Subdivision submitted to and approved by the City Council of Orem 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)

On this 24 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.

Thompson Gray
Notary Public

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



1942 DEC - 12 - AM 10:04
Book 5222
Page 50
Drove Utah
10146
Entry No. 10146
Recorded at Provo, Utah
Floise P. Fillmore
Notary Public
Utah Co.

10252.

(UTAH INDIVIDUAL)

TRANSMISSION LINE EASEMENT

81-a Rodney C. Allred and Hilda C. Allred

his wife, Grantor^s, of Utah County, Utah, do hereby convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission, distribution, telephone and telegraph circuits of the Grantee, and one two pole towers and no guy anchors with the necessary guys, stubs, cross arms, braces and other attachments affixed thereto, for the support of said circuits, on, under, over, through, and across a tract of land fifty (50) feet in width, located in Utah County, Utah, and being twenty-five (25) feet on each side of the following described center line:

Beginning on north boundary line of Grantor's land at a point 585 feet north and 40 feet east, more or less, from the southwest corner of Section 1, T. 5 S., R. 1 W., S.L.B. & M., thence running S. 18°33' E. 600 feet, more or less, to south boundary line of said land at north fence line of County Road and being in the S 1/2 of the SW 1/4 of the SW 1/4 of said Section 1.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor^s, this 3rd day of November A. D. 1942.

Witness:

Rodney C. Allred
~~*Rodney C. Allred*~~
Mrs. Hilda C. Allred

STATE OF UTAH,
County of UTAH } ss.

On the 3rd, day of November, A. D. 42, personally appeared before me Rodney C. Allred and Hilda C. Allred, his wife

the signer^s of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:
February, 3rd, 1945

Joe L. Mabey
Residing at
Clearfield, Utah Notary Public.

File No. 3781 P/H

