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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS OF OAKCLIFF PLANNED UNIT DEVELOPMENT
PROVO, UTAH

THIS DECLARATION, made on the date hereinafter set forth by Gary E. Anderson, Marilyn Anderson, Blaine Anderson, and LeRoy Dyson, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property being developed as a Planned-Unit Development, in Provo, County of Utah, State of Utah, which is more particularly described as:

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 32, T 6 S, R 3 E, Salt Lake Base and Meridian, thence East 711.01 ft, South 14°26' East 442.86 ft.; South 12°20' East 298.22 ft.; South 17°20' East 351.75'; thence West 989.89 ft, thence North 1056.00' ft. to the point of beginning.

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions; all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.. "Association" shall mean and refer to Oakcliff Homeowners' Association, a non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area, or any condominium or other living unit constructed on the properties.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Blaine Anderson, Gary Anderson, Marilyn Anderson, and LeRoy Dyson; successors, and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. Tract property shall be considered in two classifications, namely individual dwelling units and Common Area. Individual dwelling units shall conform to the basic overall plan for the Properties in that density shall not exceed six (6) units per acre, when averaged over the total development.

ARTICLE II

MEMBERSHIP

Every person or entity who is a recorded owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership.

ARTICLE III
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarants. The Class B member shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (B) on December 1984.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (A) The right of the Association to limit the number of guests of members;
- (B) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (C) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the Homeowners hereunder;
- (D) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 180 days for any infraction of its published rules and regulations; and

(E) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than 15 days nor more than 60 days in advance.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-laws, his right of enjoyment to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarants hereby covenant for themselves, their heirs and assigns, that they will convey fee simple title to the Common Area to the Association, on or before the completion of Oakcliff Planned-Unit Development.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association, except as hereinafter described:

- (1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the

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person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to successors in title. Successors in title to property having a lien for unpaid Oakcliff assessments, upon written request, shall receive a payoff amount from the association which will permit full rights of membership upon payment of same.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be fifty dollars (\$50.00) per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the appropriate expenditure record of the previous year adjusted in accordance with expected expenditures for the following year. After consideration of current maintenance costs and future needs for the Association, the Board of Directors may fix the annual assessment at an amount sufficient to fulfill the needs of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assessment of (2/3) two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

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Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all single family lots. A uniform rate for similar living units on the multiple unit property shall also be assessed; however, upon 2/3 vote of both single family owners and 2/3 vote of multiple living unit individual unit owners, the assessment may be different between the two owner groups.

Section 6. Quorum for Any Action Authorized Under Section IV. At the first meeting called, as provided in Section IV hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section IV, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to all Lots on the date fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose

the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (A) All properties dedicated to and accepted by a local public authority; and (B) The Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Common Area Guidelines. Common Areas shall be developed in a manner which maximises the natural beauty and foilage of the areas, discourages erosion and excessive rain and melting run off.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification

have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

NEW BUILDING AND PROCEDURE:

To maintain a degree of protection to the investment which homeowners in this development may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah, or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

PRELIMINARY DRAWINGS (To be filed for approval and acceptance before further work is begun.) Shall include as a minimum the following:

1. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. Outline specifications giving basic structure system and materials used, with specific descriptions of all materials to be used on the exterior of the buildings.

An Owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.

Finally the Committee has the authority to judge buildings, materials, fences, plantings, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the property owners represented. These shall include aesthetics, reasonable protections of view, permanence of materials, etc. All decisions of the Committee shall be final.

ARTICLE VII

EXTERIOR MAINTENANCE

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In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII
USE RESTRICTIONS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, all power and telephone lines must be run underground.

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No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

No individual sewage-disposal system shall be permitted on any Lot.

Antennas shall not exceed usual size, and no large antennas or broadcasting towers shall be permitted.

No building material of any kind of character shall be placed or stored upon any Lot until the owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the street.

No garage or other buildings whatsoever shall be erected on any Lot until a dwelling building shall be erected thereon.

No fowl, animals or other creatures other than the usual and common household pets in reasonable numbers shall be kept on any Lot nor within any building in said Planned-Unit Development.

No trash, ashes or any other refuse may be dumped or thrown on any Lot hereinbefore described or any part or portion thereof. All homes must subscribe to Provo City garbage disposal service.

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The limited, non-residential uses permitted within a planned-unit development shall be confined to the area East of Bonneville Drive.

Any tenant renting within Oakcliff Planned-Unit Development who engages in noxious or offensive activity may be expelled on thirty (30) days notice upon majority vote of the Board of Directors of the Association, unless such offense is ceased within five (5) days of such notice. (This restriction shall take precedence over leases and rental agreements.) No signs, billboards, or advertising structures may be erected or displayed on any of the lots hereinafter described, except structures containing more than 5 living units, or parts or portions thereof; except that a single sign, not more than 2 x 3 feet in size, advertising a specific unit for sale or house for rent, may be displayed on the premises affected. During the period of development, the owners shall be given the right to erect a sign or signs larger than herein specified on any or all lots.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration to either prevent violations or to recover damages for such violations. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

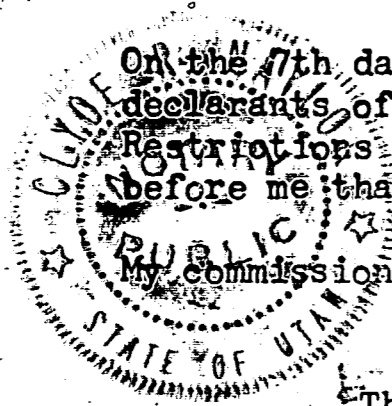
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date this Declaration is recorded, after which time said covenants shall be automatically

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extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this fourth day of June, 19 69.

STATE OF UTAH
COUNTY OF UTAH



On the 7th day of July, A.D. 1969, personally appeared before me the declarants of this Declaration of Protective Covenants, Conditions and Restrictions of Oakcliff Planned-unit Development, who duly acknowledged before me that they did execut the same.

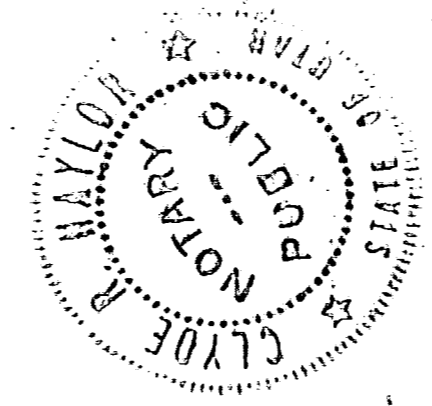
My commission expires 4/5/72

Clyde R. Naylor
Notary Public

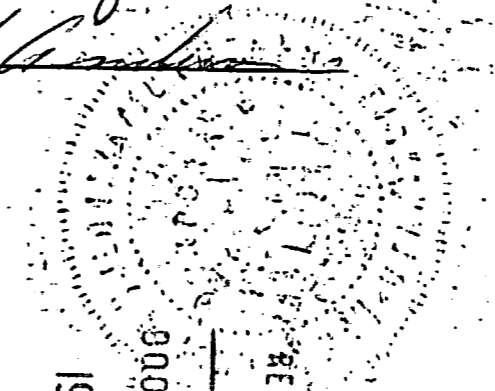
This is to certify that the foregoing information is a reproduction of the original papers prepared for this document, and an original copy thereof.

Clyde R. Naylor
Clyde R. Naylor - Notary Public

My commission expires 4/5/72



DECLARANTS
[Signature]
[Signature] Power of Attorney for D.S. Grow
[Signature]
[Signature]
[Signature] NEW FRONTIER COLONIZATION CORPORATION.
[Signature] President
[Signature]



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