

VALLEY TITLE
101

19624

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, Paul H. Taylor, as Trustee, the Owner in fee simple of the following properties situated in Utah County, State of Utah, known as Wildwood Hollow Estates, to wit: (excepting therefrom Lot 1)

Beginning at the intersection of a fence line and the Easterly boundary of Sandhill Road, Orem, Utah, which point is East along the Quarter Section line 1029.28 feet and South 97.29 feet from the West Quarter corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South $50^{\circ} 09'$ East along the Easterly boundary of said road 117.40 feet; thence North $63^{\circ} 14'$ East 175.00 feet; thence South $50^{\circ} 09'$ East 461.00 feet; thence North $89^{\circ} 50'$ East along a fence line 118.60 feet; thence South $31^{\circ} 39'$ East along a fence line 329.00 feet; thence South $89^{\circ} 53'$ East along a fence line 765.00 feet; thence North $1^{\circ} 33'$ West 66.25 feet; thence North $77^{\circ} 45'$ East 339.44 feet; thence North $13^{\circ} 05'$ West 197.87 feet; thence North $12^{\circ} 54'$ West 123.43 feet; thence North $16^{\circ} 52'$ West 153.63 feet; thence North $20^{\circ} 42'$ West 91.00 feet; thence South $88^{\circ} 29'$ West along a fence line 174.30 feet; thence North $26^{\circ} 23'$ West along a fence line 172.90 feet thence South $89^{\circ} 52'$ West along a fence line 1234.00 feet; thence South $84^{\circ} 08'$ West 91.10 feet; thence South $0^{\circ} 24'$ East along a fence line 98.05 feet; thence South $60^{\circ} 11'$ West along a fence line 302.40 feet to the point of beginning.

1. LAND USE AND BUILDING TYPE: No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, and a Private garage and/or carport for not less than one car.
2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered upon any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in parts 9 and 10.
3. DWELLING COSTS, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon costs levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one

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story open porches and garages shall not be less than 1000 square feet to a one story dwelling, nor less than 900 square feet on each floor for a dwelling of more than one story.

4. NO BUILDING shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 8 feet to any interior lot line or any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

6. EASEMENT: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. NUISANCE: 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.

8. TEMPORARY STRUCTURES: No structure of a 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.

9. ARCHITECTURAL CONTROL COMMITTEE shall consist of principals of Wildwood Hollow Estate Owners and Developers namely Paul H. Taylor, R.F.D. #1, Box 364, Provo, Utah; Warren K. Clark, R.F.D. #1, Box 524B, Provo, Utah; Gordon L. Connelly, 3160 Mohawk Lane, Provo, Utah; Jessie H. Monson, 921 East 100 North, Pleasant Grove, Utah; Lynn H. Zemp, 340 West 1600 South, Orem, Utah. A majority of the committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining members have full authority to name a replacement. Neither of the members of this committee or the designated representative, shall be entitled to any compensation for the services rendered pursuant to this covenant. At any time during the term of these restrictive covenants, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument, to change the membership of the committee, or to withdraw from the committee to restore to it any powers and duties.

10. PROCEDURE: The committee's approval or disapproval, as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. ENFORCEMENT: Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation, or to recover damages.

13. SEVERABILITY: 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.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professions sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, other than signs used by a builder to advertise the property during the construction and sales period.

15. OIL AND MINING OPERATIONS: No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structures designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

16. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

17. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. IN THE EVENT additional property is annexed to the Wildwood Hollow Estates and made a part thereof and so recorded in the Utah County Recorder's Office, the provisions of these protective covenants shall apply to all such annexation.

Dated this 10th day of October, 1974.

SIGNED,

Paul H. Taylor
Paul H. Taylor

STATE OF UTAH)
COUNTY OF UTAH) ss.

On the 10th day of October, 1974, personally appeared before me a Notary Public in and for the State of Utah, PAUL H. TAYLOR, as Trustee, who duly acknowledged to me that he executed the foregoing instrument.



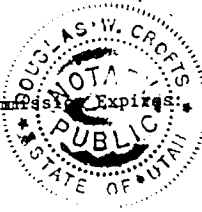
Joyce W. Clark
Notary Public

My Commission Expires: August 4, 1978 Residing At: Provo, Utah

Arnold M. Peterson
Viola Peterson
A. Francis Bahr
Joyce W. Clark

Louie Jean Bahr
Jean Carter
Danny K. Shaw
Diane W. Shaw

On the 10th day of October, 1974, personally appeared before me a Notary Public in and for the State of Utah, Arnold M. Peterson, Viola Peterson, Louie Jean Bahr, A. Francis Bahr, Joycé W. Clark, Warren K. Clark, Jean Carter, Danny K. Shaw, Diane W. Shaw, who duly acknowledged to me that they executed the foregoing instrument.



Douglas W. Crofts
Notary Public

My Commission Expires: July 24, 1977 Residing At: Orem, Utah

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RECORDED AT THE REQUEST OF
VALLEY TITLE CO.

FROM: _____

1974 OCT 30 PM 4:40

NINA S. REID
CLERK
SOUTH COUNTY RECORDER
DEPUTY
PR. _____
AMS. _____
IND. _____
PL. _____ S. _____ T. _____ R. _____

VALLEY TITLE CO.