

Entry No: _____

Recorded: _____

Book: _____

2603215

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS, AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS PLAT "T",
OAK HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That The Boyer Company, a Utah Corporation, hereinafter referred to as the "Developer," is the legal and beneficial owner of the following described property hereinafter referred to as the "Property," located in Salt Lake County, State of Utah, to wit:

"All of Plat "T" Oakhills Subdivision, according to the official plat on file with the Salt Lake County Recorder;

and it is the intention of the Developer to include all of the legally described property in said plat, to divide said property into lots shown on said plat, and to donate the street shown on said plat to the public. The easements indicated on said plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

NOW, THEREFORE, said Developer hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants, and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability, and acceptance of any deed to or conveyance of any lot, part, or portion of the said property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors, and assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, use, and convey the property described and conveyed in or by such deed or conveyance subject to said restrictions, covenants, and conditions as follows, to wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE: No lot, part, or portion of the property shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted on any such lot, part, or portion other than one detached single family dwelling and a private garage for not more than three (3) cars. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot, part, or portion of the property until the construction plans and specifications and a site plan showing the location of the structure and the grading of the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography, and finish grade and floor line elevations. Also, the major portion of the roof pitch shall not exceed $3\frac{1}{2}$ " in 12". Approval shall be as provided in Section 6, Article II of these covenants.

3. BUILDING LOCATION: No dwelling house or other structure shall be constructed or situated on any of said lots created, except in conformity with the "set back" lines as established in each instance by the Architectural Control Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, in contracts or deeds to any or all of the lots created on said property. The "set back" of any building or other structure as to any line shall be deemed to be the minimum distance between said building or other structure and said line. The "set back" of any building or other structure as to any street shall be deemed to be the minimum distance between said building or other structure and the nearest line of said street.

Recorded MAR 1 1974 at 2:15 PM

Request of The Boyer Co
Salt Lake City, Utah

\$ 500 by John B. Boyer Deputy

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548 E So. Temple 84102

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4. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

6. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or secondhand structures shall be moved onto any of said property, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivisions, shall be new construction of good quality workmanship and materials.

7. SIGNS: No billboard or any character shall be erected, posted, painted, or displayed upon or about any of the property. No sign of any kind shall be displayed to the public view on any lot, part, or portion of the property except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. The Architectural Control Committee shall approve all signs before they are erected and displayed upon or about any of the property, and said Committee shall have the right to remove or cause the removal of any signs erected and displayed without said prior approval.

8. LIVESTOCK, POULTRY, AGRICULTURE: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, part, or portion of the property, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to County ordinances.

9. GARBAGE AND REFUSE DISPOSAL: No lot, part, or portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such trash, rubbish, garbage, or other waste shall not be kept except in sanitary containers.

10. LANDSCAPING: Within twelve (12) months of the beginning of construction of any home upon the property, the homeowner must have substantially completed the landscaping of his lot, part, or portion of the property. Such landscaping shall include, but not be limited to the preparation for and planting of lawn, grass or other appropriate ground cover and appropriate shrubbery.

The Architectural Control Committee also shall supervise the planting and growth of trees on lots in said tract in order to prevent one lot owner from planting trees, or allowing trees to grow, so that the view from other lots may be obstructed or impaired. The grantee agrees to abide by any order of said Committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted.

11. CONSTRUCTION AND FENCE RESTRICTIONS:

(A) All storage or utility buildings, garbage and refuse containers, air conditioning equipment and utility pipes, etc., shall be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street. Also, air conditioning or other equipment shall not be placed on the roof top of any building.

(B) Fences:

(1) Materials: Fences or walls shall be of wood, brick, or other materials approved for use by the Architectural Control Committee. No fences or walls of

chain link, wire mesh, or unpainted concrete block shall be allowed.

(2) Height: Fences, walls, or hedges shall not exceed six (6) feet in height and shall not extend beyond the front yard setback at any point.

12. ANTENNAS: No television, radio, or other external antenna such as ham radio antennas shall be erected, placed, or maintained upon any of the property, or upon any building constructed thereon, without the prior approval of the Architectural Control Committee, and said Committee shall have the right to remove or cause the removal of any antennas erected, placed, or maintained without said prior approval.

13. DILIGENCE IN BUILDING: When the erection of any residence or any other structure is begun, work must be prosecuted diligently thereon and it must be completed within a reasonable length of time.

ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

1. DURATION OF RESTRICTIONS: The restrictions, covenants, and conditions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time said restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years. The restrictions, covenants, and conditions of this Declaration may be amended at any time by a recorded instrument signed by not less than seventy-five percent (75%) of the lot owners having an interest in any lot, part, or portion of the property subject to this Declaration, provided that thirty (30) days written notice of any such proposed amendment shall have first been sent to every owner of any lot, part, or portion of the property.

2. CONSTRUCTION AND SEVERABILITY: All of said restrictions, covenants, and conditions contained in this Declaration shall be construed together. Invalidation of any one of said restrictions, covenants, or conditions, or any part thereof, shall in no wise affect the legal force or effect of any of the remaining restrictions, covenants, or conditions, or parts thereof.

3. VIOLATION CONSTITUTES NUISANCE: Every act or omission whereby any restriction, covenant, or condition in this Declaration set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by the Developer, the owner or owners of any lot, part, or portion of the property, their and each of their legal representatives, heirs, successors, or assigns, and such remedy shall be deemed cumulative and not exclusive.

4. ENFORCEMENT: Each and all of said restrictions, covenants, and conditions is and are for the benefit of the Developer and of the owner or owners of any lot, part, or portion of the property, their and each of their legal representatives, heirs, successors, or assigns, and they and each thereof shall inure to the benefit of and pass with each and every lot, part, or portion of the property and shall apply to and be binding upon each and every said successor in interest of said Developer. Said restrictions, covenants, and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, and the continuance of such breach, may be enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer, the owner or owners of any lot, part, or portion of the property, their and each of their legal representatives, heirs, successors or assigns; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said lot, part, or portion of the property shall be bound and obligated by the said restrictions, covenants, and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.

5. RIGHT TO ENFORCE: The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Developer, by the owner or owners of any lot, part, or portion of said property, their and each of their legal representatives, heirs, successors, and assigns, and failure by the Developer or any property owner, or

their legal representatives, heirs, successors, or assigns, to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

6. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee which is vested with the powers described herein shall consist of three (3) or more persons appointed by the Developer. Prior to the commencement of any excavations, construction, or remodeling of or addition to any structure theretofore completed, there shall first be filed with the Architectural Control Committee two complete sets of building plans and specifications therefor, together with a site or plot plan indicating the exact part of the building site the improvements will cover. One set of plans shall be retained in the Committee files and one set returned to the grantee and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and with standards established by said Committee pursuant hereto. The Committee shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the effect of said building or other structure so planned on the outlook from the adjacent or neighboring property and the floor line and finish grade elevations. In the event said Committee fails to approve or disapprove in writing said plans within thirty (30) days after the submission, then said approval shall not be required. The Developer shall have the right to appoint members of the Architectural Control Committee until such time as ninety percent (90%) of the lots in said development have been sold by the Developer. When ninety percent (90%) of all of the lots in said development have been sold by the Developer, a majority of the owners of lots, parts, or portions of the property subject to this Declaration shall elect and appoint members of the Architectural Control Committee, which Committee shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the property subject to these restrictions, covenants, and conditions.

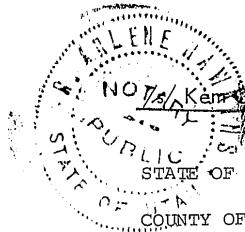
7. ASSIGNMENT OF POWERS: Any and all rights and powers of the Developer herein contained may be delegated, transferred, or assigned. Wherever the term "Developer" is used herein, it includes assigns or successors-in-interest of the Developer.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the 1st of March 1974.

THE BOYER COMPANY, a Utah corporation

By: /s/ H. Roger Boyer H. Roger Boyer
Its: President

ATTEST:



On the 1st day of March, A. D., 1974, personally appeared before me H. ROGER BOYER and KEM C. GARDNER, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

R. Tolene Hawkinson
Notary Public

Residing at: Salt Lake City, Utah

My commission expires:

Jan. 7, 1978