

APR 16 1974 *358P* APR 8 1974 *110611*

Recorded <u>WESTERN STATES TITLE CO.</u>	Recorded <u>WESTERN STATES TITLE CO.</u>
Request of <u>JERADEAN MARTIN</u>	Request of <u>JERADEAN MARTIN</u>
Fee Paid <u>JERADEAN MARTIN</u>	Fee Paid <u>JERADEAN MARTIN</u>
\$ <u>11.30</u> Recorder, Salt Lake County, Utah	\$ <u>11.30</u> Recorder, Salt Lake County, Utah
By <u>P. Brown</u> Deputy	By <u>P. Brown</u> Deputy
Ref. _____	Ref. _____

2613916

AMENDED DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS, AND CONDITIONS

(Superseding That Certain Declaration
 Recorded on March 1, 1974 as Entry No.
 2603245 in Book 3576 at Page 433)

THIS DECLARATION, executed this 29th day of March, 1974 by THE BOYER COMPANY, a Utah corporation, OAK HILLS, INC., a Utah corporation, WESTERN STATES TITLE COMPANY, a Utah corporation, as Trustee, BRUCE J. McDERMOTT and Betty B. McDERMOTT, his wife, and BRENT R. DYER and CAROL LYNN DYER, his wife.

RECITALS:

A. On March 1, 1974 there was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 2603244 in Book 74-3 at Page 33, "Oak Hills Plat 'T.'" In conjunction with the recordation of such Plat there was also recorded in said office, as Entry No. 2603245 in Book 3576 at Page 433, an instrument entitled "Declaration of Protective Covenants, Agreements, Restrictions, and Conditions Affecting the Real Property Known as Plat 'T,' Oak Hills Subdivision."

B. The undersigned persons and entities are the owners of all interests in the real property described below. Said real property includes the property which is covered by the Declaration recorded on March 1, 1974.

C. The undersigneds desire to completely supersede and replace the Declaration recorded on March 1, 1974 with this instrument.

NOW, THEREFORE, the undersigneds and each of them hereby ratify and join in the heretofore recorded "Oak Hills Plat 'T,'" declare that the Declaration recorded on March 1, 1974 shall hereafter be of no force or effect whatsoever, agree and declare that this instrument shall completely supersede and replace the Declaration recorded on March 1, 1974, and declare that all of the real property described immediately below is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the limitations, restrictions, covenants, and conditions set forth herein, all of which are declared

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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 purpose of enhancing and protecting the value and desirability of said property, and by becoming vested with title to or any interest in any lot, part, or portion of said property the person who becomes so vested shall be deemed to have covenanted and agreed with the undersigneds and with all other owners of any interest in said property to accept, hold, use, and convey that portion of the property concerned subject to said limitations, restrictions, covenants, and conditions:

ALL of OAK HILLS PLAT "T" SUBDIVISION, according to the official plat thereof recorded in the office of the Salt Lake County Recorder on March 1, 1974 as Entry No. 2603244 in Book 74-3 at Page 33.

ALSO, the following-described tract, which said tract is contiguous with the Southeasterly portion of said Oak Hills Plat "T" Subdivision:

Beginning at the Southwest corner of Lot 1 of Oak Hills Plat "R", a subdivision of part of the Southwest quarter of Section 11, Township 1 South, Range East, Salt Lake Base and Meridian, and running thence North 80°00' East 107.50 feet to the Southeast corner of said lot; thence South 10°00' East 10.00 feet to the Northeast corner of Lot 3 of Oak Hills Plat "D"; thence South 80.00 West along the North line of said Plat "D" 245.50 feet; thence North 10°00' West 105.00 feet; thence North 80°00' East 138.00 feet to the West line of said Oak Hills Plat "R"; thence South 10°00' East along said West line 95.00 feet to the point of beginning.

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 land have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade and floor line elevations. Also, the fall of the major portion of any pitched roof shall not exceed 3 1/2" in 12". Approval shall be as provided in Section 5, Article II of these covenants.

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3. BUILDING LOCATION: No dwelling house or other structure shall be constructed or situated on any lot, part, or portion of the property except in conformity with the "set back" lines as established in each instance by the Architectural Control Committee. 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.

4. EASEMENTS: The easements indicated on Oak Hills Plat "T" are hereby perpetually reserved for public utility lines and for any other uses indicated on said plat. Within the lines of said easements no structure or improvement shall be placed or permitted which would impair the use or functioning of said easements for their intended purposes. Except with respect to any improvements for which a public authority or utility is responsible, the area covered by each of said easements shall be maintained continuously by the owner of the fee in the land.

5. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, part, or portion of the property and nothing shall be done thereon which may become an annoyance to the neighborhood.

6. TEMPORARY AND OTHER STRUCTURES: No structure of a temporary nature or trailer, basement house, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence either temporarily or permanently and none of said structures shall be permitted on the property at any time. No old or secondhand structure shall be moved onto any part of said property, it being the intention hereof that all dwellings and other buildings erected or within the property be new construction of good quality, workmanship, and materials.

7. SIGNS: No billboard of 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 or developer to advertise the property during the construction and sales period. The Architectural Control Committee must approve all signs before they are erected and displayed upon or about any of the property, and said Committee shall have the right to 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

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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 permissible shall be strictly controlled and kept pursuant to City 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 after 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 shall supervise the planting and growth of trees on all lots, parts, or portions of the property in order to prevent one owner from planting trees, or allowing trees to grow, so that the view from other parts of the property may be obstructed or impaired. Each owner shall abide by any order of the 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, utility pipes, and the like 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. Air conditioning or other equipment shall not be placed on the roof of any building.

(B) Fences:

(1) Materials: Fences or walls shall be constructed of wood, brick, or other materials approved for use by the Architectural Control Committee. No fence or wall 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, ham radio, or other external antenna 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. Said Committee shall have the right to cause the removal of any antenna 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 limitations, 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 limitations, restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended at any time by a recorded instrument executed by persons who, taken together, hold record legal title to at least 75% of the lots included in the property affected hereby. For such purpose that part of said property which is not covered by Oak Hills Plat "T" shall be considered to be a lot. At least thirty (30) days prior to the time the first person signs such an instrument written notice of the amendment proposed shall be given to each lot owner.

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

3. VIOLATION CONSTITUTES NUISANCE: Every act or omission whereby any limitation, restriction, covenant, or condition contained in this Declaration is violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by any of the undersigned or by the owner of any interest in the property, and such remedy shall be deemed cumulative and not exclusive.

4. ENFORCEMENT: Each and all of the limitations, restrictions, covenants, and conditions contained herein is and are for the benefit of the undersigneds and of the owner of any lot, part, or portion of the property and their respective 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 successor in interest of the undersigneds. Said limitations, 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 undersigneds, by the owner of any lot, part, or portion of the property, and by their respective 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 limitations, restrictions, covenants, and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise; provided further, that once a residential structure has been fully erected on a lot, no damages or injunctive relief shall be obtainable with respect to the structure itself (as distinguished from associated improvements such as landscaping) by reason of said structure's having been constructed other than in accordance with the limitations, restrictions, covenants, and conditions contained herein.

5. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee which is vested with the powers described herein shall consist of three (3) persons. Until March 31, 1976, said Committee shall consist of the following three individuals:

H. Roger Boyer
Bruce J. McDermott
Brent R. Dyer

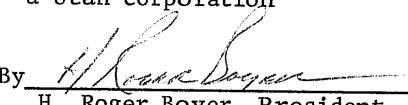
After such time the Committee may be elected by those persons who, taken together, hold record legal title to at least a majority of the lots included in the property affected hereby. Prior to the commencement of any excavation, construction, landscaping, or remodeling of or addition to any structure 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 owner. Work shall not commence unless the Architectural Control Committee endorses 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 establishing standards and in determining whether to approve or disapprove a proposed activity, 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 of the structure with the surroundings, the effect

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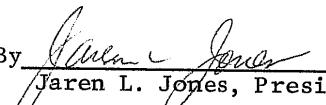
of the improvement planned on the outlook from adjacent or neighboring property, and the floor line and finish grade elevations. In the event the Committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then the plans shall be considered approved.

EXECUTED the day and year first above written.

THE BOYER COMPANY,
a Utah corporation

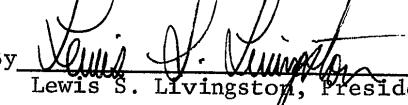
By 
H. Roger Boyer, President

OAK HILLS, INC.,
a Utah corporation

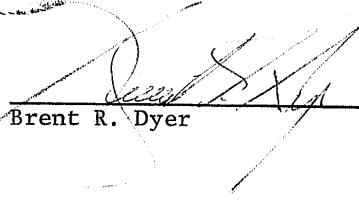
By 
Jaren L. Jones, President

By 
Robert K. Paulson, Vice President

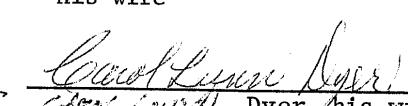
WESTERN STATES TITLE COMPANY,
a Utah corporation, as Trustee

By 
Lewis S. Livingston, President


Bruce J. McDermott


Brent R. Dyer


Betty B. McDermott,
his wife


Carol Lynn Dyer,
Brent R. Dyer, his wife

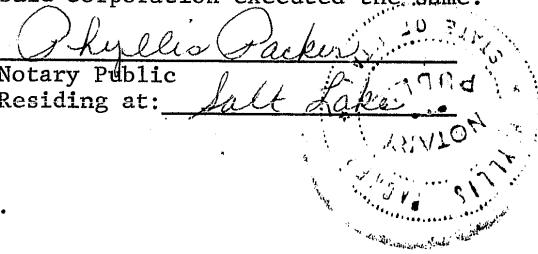
STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 4th day of April, 1974, personally appeared before me H. ROGER BOYER, who being by me duly sworn, did say that he is the President of THE BOYER COMPANY, a Utah corporation, and that the foregoing Amended Declaration of Protective Covenants, Agreements, Restrictions, and Conditions was signed on behalf of said corporation by authority of its By-laws or a resolution of its Board of Directors, and said H. Roger Boyer acknowledged to me that said corporation executed the same.

My Commission Expires:

March 11, 1978

Phyllis Packers
Notary Public
Residing at: Salt Lake City, Utah



STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 2nd day of April, 1974, personally appeared before me JAREN L. JONES and ROBERT K. PAULSON, who being by me duly sworn, did say that they are the President and Vice President, respectively, of OAK HILLS, INC., a Utah corporation, and that the foregoing Amended Declaration of Protective Covenants, Agreements, Restrictions, and Conditions was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Jaren L. Jones and Robert K. Paulson acknowledged to me that said corporation executed the same.

My Commission Expires:

April 30, 1978

June Owen
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 4th day of April, 1974, personally appeared before me LEWIS S. LIVINGSTON, who being by me duly sworn, did say that he is the President of WESTERN STATES TITLE COMPANY, a Utah corporation, as Trustee, and that the foregoing Amended Declaration of Protective Covenants, Agreements, Restrictions, and Conditions was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Lewis S. Livingston acknowledged to me that said corporation executed the same.

My Commission Expires:

August 23, 1977

W. S. Livingston
Notary Public
Residing at: Salt Lake City, Utah

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STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 4th day of April, 1974, personally appeared before me BRUCE J. McDERMOTT and Betty McDERMOTT, his wife, two of the signers of the foregoing Amended Declaration of Protective Covenants, Agreements, Restrictions, and Conditions, each of whom duly acknowledged to me that (s)he executed the same.

My Commission Expires:

March 11, 1978

Phyllis Dacker
Notary Public
Residing at: Salt Lake

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 4th day of April, 1974, personally appeared before me BRENT R. DYER and Carol Lynn DYER, his wife, two of the signers of the foregoing Amended Declaration of Protective Covenants, Agreements, Restrictions, and Conditions, each of whom duly acknowledged to me that (s)he executed the same.

My Commission Expires:

March 11, 1978

Phyllis Dacker
Notary Public
Residing at: Salt Lake

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