

29846

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS APPLYING TO THOUSAND OAK HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: that the undersigned owners of certain property caused to be surveyed and platted the lands hereinafter described under the name of Thousand Oak Hills Subdivision and have caused the same to be subdivided into blocks, lots, streets, drives, and public ways as shown on the accompanying Plat A, and that the owners herewith voluntarily place certain restrictions and covenants on said property which will run with the land, and be considered to be included in all conveyances and transfers and shall be binding on our heirs, successors, grantees, and/or assigns.

ARTICLE I

The real property which is, shall be held, transferred, sold, conveyed and occupied, subject to this declaration is located in Provo City, County of Utah, State of Utah, commonly known as Thousand Oak Hills Subdivision Plat A, more particularly described in Exhibit A attached hereto and by this reference made a part thereof.

ARTICLE II RESTRICTIONS

Use of the Land

A. No land shall be used, and no building or structure shall be constructed, enlarged, moved, or maintained except in conformity with the use, area, frontage, and other regulations as set forth by the applicable Zoning Ordinance in which it is located.

Accessory Buildings

B. No used or secondhand structure, no building of a temporary character, no mobile home, house trailer, tent, shack or outbuilding shall be placed or used on the lots, either temporarily or permanently, except that necessary appurtenances for and during actual construction may be used and trailers and structures of a temporary nature may be used during the period of permanent construction of an approved and allowed improvement.

UTAH COUNTY RECORDER
RECORDED AT THE REQUEST OF
Rowley Land Title Co.
1983 SEP 29 PM 3:06
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but for a period no longer than 12 months without the written consent of the Architectural and Building Committee.

Storage of Tanks

C. No tank for the storage of fuel or other flammables may be maintained above the surface of the ground nor other storage tanks in view of other lots or homes without the written consent of the Architectural and Building Committee.

Signs

D. No signs, billboards, posterboards or advertising structure of any kind shall be erected or maintained for any purpose whatsoever except such signs as have been approved by the Architectural Committee as reasonably necessary for identification of residences and places of business. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the properties only with prior written approval of the Architectural Committee, which approval shall be given only if such signs shall be of attractive design and shall be as small a size as reasonably possible and shall be placed or located as directed or approved by the Architectural Committee.

Offensive Activity

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

Size of Homes

F. The ground-floor area of all dwellings, exclusive of basements, one-story open porches and garages, shall not be less than 2,000 square feet except as may be specifically permitted in writing by the Architectural and Building Committee provided herein. Total floor area of a dwelling shall not be less than 5,000 square feet, except in the case of Lot #9, which shall be allowed not less than 4,000 square feet.

Parking

G. On-site parking shall be provided on each lot sufficient to accommodate all automobiles owned by persons living on the property.

Animals

H. Dogs, cats or other customary household pets may be kept on the property, not to exceed two per parcel without the written approval of the Architectural Committee. However, no

pet may be kept which abnormally interferes with the rights, comforts or convenience of other owners. Breeding of any animals on the property is specifically prohibited. All pets must be kept on a leash when outside its owner's parcel.

Dwelling

I. No more than one single family dwelling shall be erected on any lot within the subdivision.

Rent of Dwelling

J. No owner of any lot within the subdivision shall rent or lease rooms or portions of any structure, less than the whole of said structure, including all of the improvements upon any lot within the subdivision, and specifically shall not take in boarders, tenants, or students for hire nor shall any owner lease or rent any lot with improvements thereon for any purpose other than a single family residence. This provision shall not exclude providing housing for caretakers or other live-in domestic help.

Drainage

K. All natural drainage channels within the area of the subdivision are to remain open, and the owners do hereby retain an easement of ten (10) feet in width on each side of all natural drainage channels within the area of the subdivision to provide for maintenance of said channels and possible future channel improvements. It is the intent of this provision to prohibit alteration of terrain by individual lot owners in a manner which causes flooding or run-off problems to adjoining or nearby lots within Thousand Oak Hills.

Construction Completion

L. All structures commenced shall be prosecuted diligently to completion.

Fences

M. Any fences, walls, or other barriers between the living unit and any dedicated street shall be permitted only with the written consent of the Architectural and Building Committee.

Landscaping

N. The front yard areas of all lots must be landscaped within one (1) year of the date occupancy occurs in the structure or on the lot within said one (1) year. The landscaping of side and rear yards must be completed within a two-year period following occupancy.

Maintenance

O. Every parcel or lot, including improvements shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition, and in good repair; no inoperative private automobile shall be placed or remain on any parcel or adjacent street for more than 48 hours; no commercial type vehicles or trucks shall be stored or parked on any parcel or adjacent street for more than 48 hours; no commercial type vehicles or trucks shall be stored or parked on any parcel or residential street except while temporarily engaged in delivery, transportation, etc.; trailers, mobile homes, trucks, boats, tractors, campers not on a truck, vans of any kind, buses, snow removal equipment and garden or maintenance equipment shall be kept at all times (except when in actual use) in a closed structure or screened from view; service areas, storage piles, facilities for handling, drying, or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, scrub or tree clippings or plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any parcel.

Annoying Lights, Sounds, & Odors

P. No lights shall be emitted from any property which are unreasonably bright or cause unreasonable glare, or used in a manner that annoys a neighbor or depreciates a neighbor's property; no sound shall be emitted from any parcel which is noxious or offensive to others.

Subdivision

Q. No owner shall further subdivide any parcel of the property after the same has been platted, and the plat approved as required by the City of Provo, Utah, without the consent of the Architectural Committee in writing and proper presentation to and acquiescence by the City of Provo

ARTICLE III

ARCHITECTURAL CONTROL

Creation of Committee

A. For the purpose of preserving the value of property in the Thousand Oak Hills Subdivision, a Architectural and Building

Control Committee consisting of up to seven (7) members who are the owners of property in Thousand Oak Hills, and who are selected by a majority of the property owners shall be created. The initial Building Control Committee shall be as follows:

Stephen R. Nelson
Lowell Anderson
Bruce B. Clark
Marianne Jackson
Conley N. Nelson
David S. Grow
Frank Davis

These members shall serve on the committee until they are replaced by vote of the lot owners. Control Committee members must be property owners in subdivision to serve on said committee.

Purpose of Committee

B. It shall be the object of the Committee to make certain that no improvements shall impair the monetary and aesthetic values of Thousand Oak Hills. The Committee shall consider the suitability of the improvements and the materials of which they are to be constructed with respect to the particular area in which they are to be located, the quality of the materials to be utilized, any proposed improvement, and effect of any proposed improvement on adjacent or neighboring properties and the location and character and method of utilization of all utility lines.

Approval of Plan

C. No building, out-building, fence, wall or other improvements shall be erected or maintained until plans and specifications showing the design, color, location, material, landscaping, and other such information relating to the improvements as the Committee may require, shall have been submitted to and approved by the Board. Such approval shall not be unreasonably withheld.

Effect of Committee's Failure to Act

D. In the event the Committee fails to approve or disapprove plans and specification documents submitted to it within 30 days of a complete submission and no extension of time has been required, and no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall be considered as granted and shall not be required, and the related covenants shall be determined to have been fully complied with. The Committee shall not be liable to any person for its actions in connection with requests, approvals, plans, submitted documents, etc., unless it can be shown that they acted with malice or wrongful intent.

ARTICLE IV
GENERAL PROVISIONS

All the restrictions herein set forth shall continue and be binding upon the owner(s) and upon their successors and/or assigns for a period of twenty five (25) years; provided, however, that the owners of the legal title to 67% or more of the lots in the area may at any time release any or all the said lots hereby restricted from any one or more of the restrictions and regulations set forth herein.

ARTICLE V
RIGHT TO ENFORCE

These restrictions herein set forth shall run with the land and bind the owner(s), their successors and assigns, and all parties claiming by, through or under then shall be taken to hold, agree and covenant with the owner, their successors and assigns, and with each of them confirm to and to observe said restrictions as to the use of said property and the construction and improvements thereon. Failure by any owner or any other party to enforce any covenants or restrictions above set forth at the time of its violation, shall, in no event, be deemed to be waiver of the right to do so thereafter.

ARTICLE VI
OWNER'S RIGHTS TO ASSIGN

The owner, by appropriate instrument, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements, and privileges herein reserved by it, and upon such assignments or conveyance being made its assigns or grantees may at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times, in the same manner and way as though directly reserved by them, or him in this instrument.

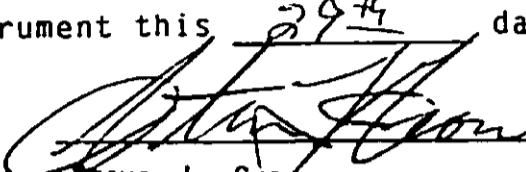
ARTICLE VII

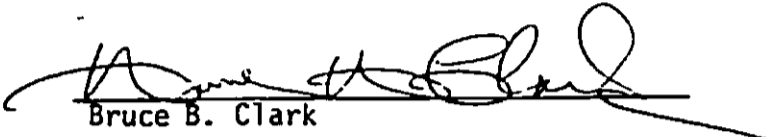
SEVERABILITY

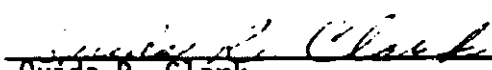
Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

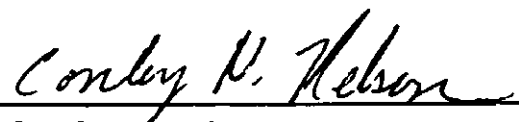
IN WITNESS WHEREOF, the Owners,

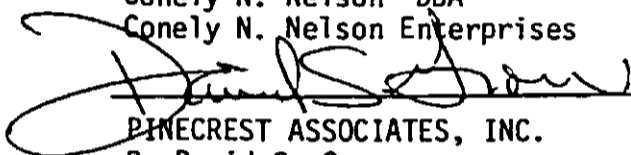
have executed the above instrument this 29th day of September, 1983.


Steven L. Grow


Bruce B. Clark


Ouida R. Clark


Conely N. Nelson DBA
Conely N. Nelson Enterprises


PINECREST ASSOCIATES, INC.
By David S. Grow
Secretary

STATE OF UTAH)
COUNTY OF UTAH)

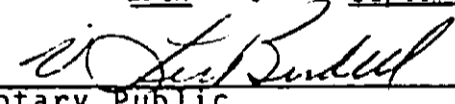
On this 29th day of September, 1983, personally appeared before me, Steven L. Grow, Bruce B. Clark, Ouida R. Clark, Conely N. Nelson, dba Conely N. Nelson Enterprises

whose names are subscribed to the foregoing Document, and acknowledge to me that they executed the same.

WITNESS my hand and official seal this 29th day of September, 1983.



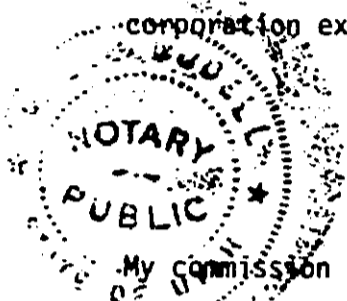
My Commission Expires
November 11, 1984


Notary Public
Residing at:
Salt Lake County, Utah

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STATE OF UTAH)
County of Utah) SS

On the 29th day of September, 1983, personally appeared before me David S. Grow, who being by me duly sworn did say, that he, the said David S. Grow is the Secretary of Pinecrest Associates, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said David S. Grow duly acknowledged to me that the said corporation executed the same.



W. J. Burdell
Notary Public

My commission expires: November 11, 1984
My residence is: Salt Lake County, Utah

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ARTICLE VII
SEVERABILITY

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

IN WITNESS WHEREOF, the Owners,

have executed the above instrument this 28 day of Sept, 1983.

[Signature]
Lowell K. Anderson

[Signature]
Judith L. Anderson

[Signature]
RESOURCE DYNAMICS, INC.
By: David S. Grow
Ass't Vice President

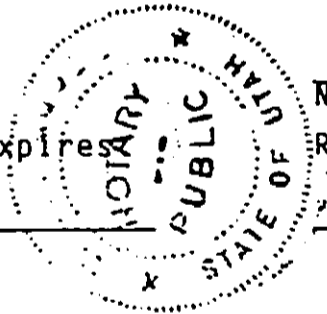
[Signature]
David S. Grow

STATE OF UTAH)
COUNTY OF UTAH)

On this 29th day of September, 19 83, personally appeared before me, Lowell K. Anderson, Judith L. Anderson and David S. Grow

whose names are subscribed to the foregoing Document, and acknowledge to me that they executed the same.

WITNESS my hand and official seal this 29th day of September, 19 83.



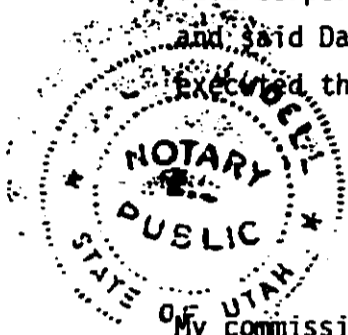
[Signature]
Notary Public

My Commission Expires November 11, 1984 Residing at: Salt Lake County, Utah

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STATE OF UTAH) SS
County of Utah)

On the 29th day of September, 1983, personally appeared before me David S. Grow, who being by me duly sworn did say, that he, the said David S. Grow is the Ass't Vice President of Resource Dynamics, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said David S. Grow duly acknowledged to me that said corporation executed the same.



W. Leif Burtell

Notary Public

My commission expires: November 11, 1984

My residence is: Salt Lake County, Utah

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