

PROTECTIVE COVENANTS 413
 OAKRIDGE MANOR SUBDIVISION PLAT "Q" & "R"
382441

WHEREAS, Bountiful, a municipal corporation, is the owner and possessor of Oakridge Manor Subdivision Plat "Q" and "R", which external boundaries are described as follows:

Beginning at a point 85.0 ft. S 0°40'E from the Southwest Corner of Lot 147, Oakridge Manor Subdivision Plat "G", at a point South 1606.50 ft. and East 1040.31 ft. and S 0°40' E 335.0 ft. from the North 1/4 Corner of Section 32, T.2N, R.1E, S.L.B. & M., and running thence N 89°20'E 160.0 ft; thence S 0°40' E 71.0 ft; thence N 89°20' E 100.0 ft; thence S 0°40' E 50.03 ft; thence S 43°35'W 27.60 ft; thence S 10°00' E 100.00 ft; thence Northeasterly 76.92 ft. along the arc of a 123.0 ft. radius curve to the left (radius bearing N 10°00' W); thence S 45°50' E 160.0 ft. to the Southeast corner of Lot 205, Oakridge Manor Subdivision Plat "L"; thence N 33°15' E 107.18 ft; thence N 8°16'15" E 106.22 ft; thence N 0°40' W 635.18 ft; thence N 0°05' W 100.0 ft. to the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 32; thence N 89°55' E 533.80 ft. along said quarter-quarter line; thence S 0°05' E 156.00 ft; thence S 89°55' W 185.00 ft; thence S 38°50'40" W 139.49 ft; thence South 1062.97 ft. to the South line of said Northeast 1/4; thence S 45°00' W 142.00 ft; thence West 106.27 ft; thence N 60°00' W 200.14 ft; thence S 40°30' W 480.00 ft; thence West 110.00 ft; thence N 13°22' E 184.67 ft; thence N 0°40' W 185.00 ft. to said 1/4 Section line; Thence N 0°40' W 710.44 ft. along the East Boundary line of Oakridge Manor Subdivision Plat "N" to the Point of Beginning.

Excluding therefrom Lot 310, 311 & 312 of Plat "Q".

And also at the Southwest corner of the Northeast Quarter of Section 32, T.2N, R.1E, S.L.B. & M., and running thence N 0°39'30" W 124.06 ft. along the Quarter section line to the S.W. corner of Oakridge Manor Subdivision Plat "P" thence East 63.12 ft.; thence N 60°00' E 275.00'; thence S 30°00' E 301.49 ft. along the Boundary line of said Subdivision; thence N 89°56'57" E 571.37 ft. along the South Boundary line of Oakridge Manor Subdivision Plats "P" and "N" to the S.E. Corner of said Plat "N" Subdivision; thence S 0°40' E 185.00 ft; thence S 13°22' W 184.67 ft; thence S 45°00' W 1016.00 ft; thence West 250.58 ft; thence N 0°39'30" W 729.05' ft along the Quarter Section line of said Section 32; thence N 49°00' E 100.21 ft; thence N 41°00' W 78.68 ft; thence N 32°56' E 100.00'; thence N 57°04' W 97.07 ft; thence N 0°39'30" W 91.30' along the Quarter section line of said Section 32 to the Point of Beginning

WHEREAS, it is the desire of the foregoing owners and their intent that said property shall be conveyed subject to the following restrictions and covenants in order to enhance a more uniform development of the lots therein, and to maintain the value thereof.

NOW THEREFORE, it is hereby understood that the above described property shall be conveyed and subject to the covenants and restrictions as follows:

1. Residential Lots. All lots within the above described property shall be used and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling which shall not exceed 35 feet in height and shall not contain more than 2 stories above ground level.
2. Minimum Square Foot Area. The ground area of the main structure, exclusive of one story porches and garages shall not be less than 1200 square feet. Except that in case of split-level or two level dwellings, total floor area shall not be less than 1,250 square feet. There shall be a garage or carport for at least one car but not exceeding three cars which shall be attached to each dwelling.
3. Structures. No temporary or sub-standard structure of any kind shall be used as a residence temporarily or permanently.

Plotted Abstracted
 On Margin Indexed
 Compared Entered

4. Fences, Etc. No fence, wall, hedge, or other object of similar design shall be constructed on any lot nearer to the street line than the front house line, nor shall any hedge, fence, wall, or other object of similar design, be constructed on any lot to a height greater than six feet, provided however, that court yards shall be allowed as provided and allowed in the Revised Ordinances of Bountiful, Utah.

5. Quality Workmanship. It is the intention and purpose of these covenants to assure that all dwellings shall be of good quality and workmanship and materials, no used buildings shall be brought or placed upon said residential lots, nor shall any building present an unfinished appearance for a period of more than one year.

6. Unauthorized Trades or Activities. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which shall be or become an annoyance or nuisance to the Neighborhood. No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision, except such dogs, cats, and birds as are kept as household pets.

7. Committee, Powers and Duties. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by a committee composed of the City Manager, City Engineer and Building Inspector. In making a determination, the Committee shall give consideration to the conformity and harmony of the external design of such proposed building with existing structures in the subdivision and the proposed location of the building with respect to topography and finished ground elevation. The Committee shall have full authority to approve or disapprove such design and location. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days, after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval shall not be required and this covenant will be deemed to have been fully complied with. The power and duties of such committee and of its designated representatives, shall cease on or after January 1, 1975. Thereafter, the approval described in this covenant shall be executed by the then record owners of a majority of the lots in this subdivision, and a duly recorded appointed representative or representatives, shall thereafter exercise the same powers previously exercised by said Committee.

8. Covenants to Run With Land. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or person owning any real property situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues from such violations.

Invalidation of any 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.

IN WITNESS WHEREOF, the owner executes the foregoing Protective Covenants on the 13TH day of June, 1973.

Bountiful, a municipal corporation,

ATTEST:

Arden F. Jenson
City Recorder

By *Morris F. Swapp*
Mayor

STATE OF UTAH
COUNTY OF DAVIS

On the 13TH day of June, 1973, personally appeared before me, Morris F. Swapp and Arden F. Jenson, Mayor and City Recorder of Bountiful respectively, who severally acknowledged after first being duly sworn that as such Mayor and Recorder and for and in behalf of Bountiful, a municipal corporation, they each signed the within instrument.

My Commission expires:
June 9, 1977

John R. Burtch
Notary Public
Residing at: *Bountiful, Utah*