

5420

SECURITY TITLE & ABSTRACT CO.
64 North 1st East - Provo, Utah
Order No. 11260DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO THE OAK HILLS SUBDIVISIONI DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Bonneville Development Company, caused to be surveyed and platted the lands hereinafter described under the name of Oak Hills, and has caused the same to be subdivided into blocks, lots, streets, avenues, drives and public ways as shown on the accompanying plat. Bonneville Development Company has conveyed some of the lots and is desirous of joining with its grantees, who, together with the Bonneville Development Company, own all of the property hereinafter described, in the following declaration of protective covenants and restrictions which shall apply to and run with all of the lots located in the Oak Hills Subdivision.

II DESCRIPTION

The following is a particular description of the lands to be embraced within the aforesaid plat of subdivision commencing at the Northwest corner of Section 32, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence South 20 chains; thence East 20 chains; thence North 20 chains; thence West 20 chains to the place of beginning.

III RESERVATIONS, RESTRICTIONS AND COVENANTS

The Owner declares that the aforesaid land shown on the plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

IV DEFINITIONS

For the purpose of these restrictions, the word "Street" shall mean any street, road, lane or avenue of whatever name which is shown or indicated on the aforesaid recorded plat of the Oak Hills Subdivision, and which has been heretofore dedicated to the public for the purpose of a public street.

The word "lot" may mean either any lot as platted, or any tract or tracts of land conveyed which may consist of one or more lots, or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Bonneville Development Company or from its successors and assigns.

V USE OF 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 in the most highly restrictive single family residential zone of the Zoning Ordinance of Provo City, Utah.

B. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

C. No tank for the storage of fuel may be maintained above the surface of the ground without the written consent of the architectural and landscape committee.

D. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property

lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

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.

F. The ground-floor area of all dwellings, exclusive of basements, one-story open porches and garages, shall not be less than 1,500 square feet except as may be specifically permitted in writing by the Architectural and Landscape Committee provided herein.

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

VI ARCHITECTURAL AND LANDSCAPE COMMITTEE

A committee of three, composed of Fred L. Markham, Lynn D. Taylor, and Wesley F. Knudsen, is hereby appointed by the Owner to approve all house plans, architectural and landscape problems, and their decisions shall be final except that the Committee may be removed and a new Committee appointed by the Owner at its discretion.

VII APPROVAL OF PLANS

No buildings, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change, or alteration therein be made, until plans and specifications, plot plan, and grading plan therefor, or information satisfactory to the Owner shall have been submitted to, and approval in writing by the Owner's Architectural and Landscape Committee, and a copy thereof, as finally approved, lodged with the Owner. In so passing upon such plans, specifications, plot plans and grading plans, the Owner may take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof, with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property.

VIII EASEMENTS

An easement is reserved over the rear and side five feet of each lot for utility installation and maintenance.

And the Owner shall have the right at any time to extinguish or vacate such easements and rights of way as to all or any portion of said property.

IX DURATION

All the restrictions herein set forth shall continue and be binding upon the Owner and upon his successors and assigns for a period of twenty-five (25) years from date, and shall automatically be extended thereafter for successive periods of twenty-five (25) years; provided, however, that the owners of the legal title to 60% or more of the lots in the area may at any time release all the said lots hereby restricted from any one or more of said restrictions.

X RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the Owner, his successors and assigns, and all parties claiming by, through or under him shall be taken to hold, agree and covenant with the Owner, his successors and assigns, and with each of them to conform to and to observe said restrictions as to the use of said

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lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, or their seizing of or title to said land, and the Owner or Owners of any of the above land, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Owner or Owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation, shall in no event, be deemed to be a waiver of the right to do so thereafter.

XI OWNERS RIGHT 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 him, and upon such assignments or conveyance being made his 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.

IN WITNESS WHEREOF, the Owner, Bonneville Development Company, has executed the above instrument this 2nd day of April, 19 56.

BONNEVILLE DEVELOPMENT COMPANY

By J. Hamilton Calder
Its President

ATTEST:

By Weldon J. Taylor
Its Secretary

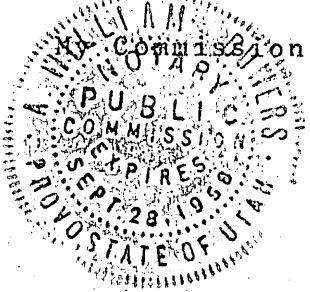
STATE OF UTAH)
: ss
County of Utah)

On the 2nd day of April, 19 56, before me appeared J. Hamilton Calder and Weldon J. Taylor, who being by me duly sworn did say, each for himself, that he, the said J. Hamilton Calder is the president, and he, the said Weldon J. Taylor, is the secretary of Bonneville Development Company, 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 J. Hamilton Calder and Weldon J. Taylor each duly acknowledge to me that said corporation executed the same and that the seal affixed in the seal of said corporation.

William B. Bowler

Residing at: Provo, Utah

Commission Expires: September 28, 1958



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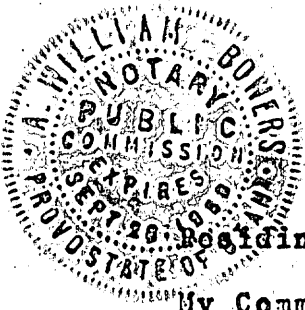
2/30 J. Hamilton Calder
 2/30 Myrtle I. Calder
 2/31 Antone K. Romney
 2/31 Gretta P. Romney
 4/6 H. Wayne Soffe
 4/6 Dorothy S. Soffe
 2/30 ~~Wesley P. Knudsen~~
 2/30 ~~Fae B. Knudsen~~
 3/30 Fae B. Knudsen
 2/30 Henry D. Taylor
 2/30 ~~Aita H. Taylor~~
 4/11 Jean A. Hoover
 4/11 Thelma Hoover
 4/12 John William Christensen
 4/12 Sadie B. Christensen
 2/31 Norman R. Stromness
 2/31 Barbara C. Stromness
 2/31 Ethelyn P. Taylor
 2/30 Peter Dimitri
 4/11 ~~Don A. Jensen~~
 4/11 ~~Mary D. Jensen~~
 4/11 Mary D. Jensen
 4/9 Dacosta Clark
 4/9 ~~Hazel J. Clark~~
 4/12 Irwin D. Tolboe
 4/12 June Tolboe
 2/30 Lolani O. Turner
 3/10 Gladys Turner
 2/30 Claude S. Ashworth
 2/30 Ardell H. Ashworth

~~Paul H. Ashworth~~
 Paul L. Markham

J. Hamilton Calder
 Myrtle I. Calder
 Antone K. Romney
 Gretta P. Romney
 H. Wayne Soffe
 Dorothy S. Soffe
 Henry D. Taylor
 Jean A. Hoover
 Thelma Hoover
 John William Christensen
 Sadie B. Christensen
 John William Christensen
 Norman R. Stromness
 Barbara C. Stromness
 Ethelyn P. Taylor
 Peter Dimitri
 Irwin D. Tolboe
 June Tolboe
 Lolani O. Turner
 Gladys Turner
 Claude S. Ashworth
 Ardell H. Ashworth
 Paul L. Markham

382- STATE OF UTAH)
 : ss
 County of Utah)

On the 30th day of March, 1956, before me
 appeared J. Hamilton Calder and Myrtle I.
Calder, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 7
 and Lot 6 in Block 1
 in Block 1 / in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
 and Lot 6 in Block 1
7 and Block 1 / thereof.



William Bowers
 Notary Public

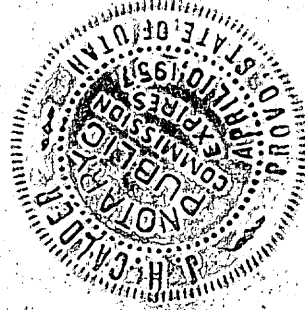
Residing at: Provo, Utah
 My Commission Expires: September 28, 1958

STATE OF UTAH)
 : ss
 County of Utah)

On the 6th day of April, 1956, before me
 appeared H. WAYNE SOFFE and DOROTHY S.
SOFFE, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 1
 and Lot 10, Block 2
 in Block 1 / in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
 and Lot 10, Block 2
1 and Block 1 / thereof.

H. Calder
 Notary Public

Residing at: Provo, Utah
 My Commission Expires: April 10, 1957



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STATE OF UTAH)
 : ss
 County of Utah)

On the 30th day of March, 1956, before me
 appeared L. O. TURNER and GLADYS
K. TURNER, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 8
 and Lot 14 in Block 2
 in Block 1 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
8 and Block 1 thereof.

[Signature]
 Notary Public

Residing at: Provo, Utah
 My Commission Expires: April 10, 1957



STATE OF UTAH)
 : ss
 County of Utah)

On the _____ day of April, 1956, before me
 appeared ETHELYN P. TAYLOR and *****
*****, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 8
 in Block 2 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
8 and Block 2 thereof.

[Signature]
 Notary Public

Residing at: Provo, Utah
 My Commission Expires: April 10, 1957



384- STATE OF UTAH)
 : ss
 County of Utah)

On the 30th day of March, 1956, before me
 appeared WESLEY F. KNUDSEN and FAE B.
KNUDSEN, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 7
 in Block 2 and Lot 5, Block 2
 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
7 and Block 2 thereof.

[Signature]
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



STATE OF UTAH)
 : ss
 County of Utah)

On the 30th day of March, 1956, before me
 appeared ANTONE K. ROMNEY and GRETTA P.
ROMNEY, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 2
 in Block 1 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
2 and Block 1 thereof.

[Signature]
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



385- STATE OF UTAH)
 : ss
 County of Utah)

On the 9th day of April, 1956, before me
 appeared DaCosta Clark and Hazel J.
Clark, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 2
 in Block 3 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
2 and Block 3 thereof.

[Signature]
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



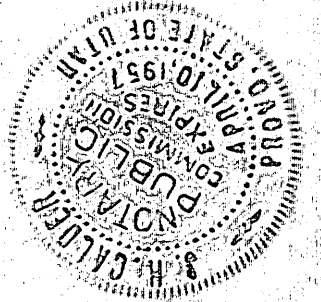
STATE OF UTAH)
 : ss
 County of Utah)

On the 11th day of April, 1956, before me
 appeared JEAN A. HOOVER and THELMA
HOOVER, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 13
 in Block 2 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
13 and Block 2 thereof.

[Signature]
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



386- STATE OF UTAH)
 : ss
 County of Utah)

On the 30th day of March, 1956, before me
 appeared CLAUDE S. ASHWORTH and ARDELL H.
ASHWORTH, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 2
 in Block 2 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
2 and Block 2 thereof.

H. H. Calder
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



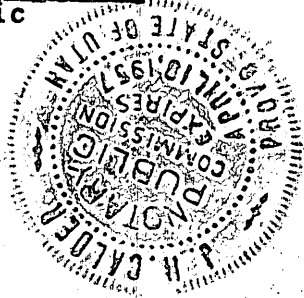
STATE OF UTAH)
 : ss
 County of Utah)

On the 31st day of March, 1956, before me
 appeared NORMAN R. STROMNESS and BARBARA C.
STROMNESS, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 11
 in Block 2 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
11 and Block 2 thereof.

H. H. Calder
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



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STATE OF UTAH)
 : ss
 County of Utah)

On the 2nd day of April, 1956, before me
 appeared JOHN WILLIAM CHRISTENSEN^{JR} and SADIE B.
CHRISTENSEN, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 15
 in Block 2 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
15 and Block 2 thereof.

[Signature]
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



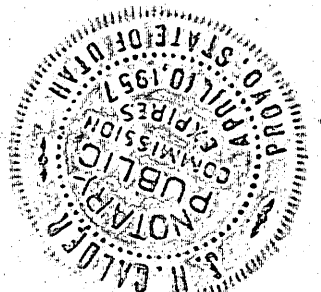
STATE OF UTAH)
 : ss
 County of Utah)

On the 30th day of March, 1956, before me
 appeared PETER DIMITRI and _____
 _____, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 12
 in Block 2 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
12 and Block 2 thereof.

[Signature]
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



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STATE OF UTAH)
 : ss
 County of Utah)

On the 30th day of March, 1956, before me
 appeared Henry D. Taylor and Alta H.
Taylor, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 1
 in Block 2 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
1 and Block 2 thereof.

H. Calder
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



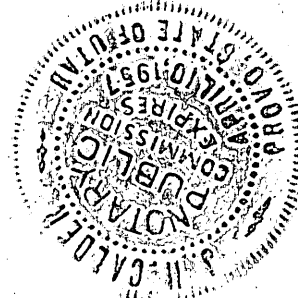
STATE OF UTAH)
 : ss
 County of Utah)

On the 13th day of April, 1956, before me
 appeared Don A. Jensen and Mary B.
Jensen, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 6
 in Block 2 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
6 and Block 2 thereof.

H. Calder
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



389-

STATE OF UTAH)
 : ss
 County of Utah)

On the 13th day of April, 1956, before me
 appeared Irwin D. Tolboe and June
Tolboe, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 1
 in Block 3 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
1 and Block 3 thereof.

J. H. Calder
 Notary Public

Residing at: Provo, Utah

My Commission Expires: April 10, 1957



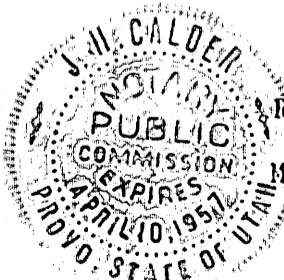
STATE OF UTAH)
 : ss
 County of Utah)

On the 16th day of April, 1956, before me
 appeared Dell S. Ashworth and Bette B.
Ashworth, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 3
 in Block 1 in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
3 and Block 1 thereof.

J. H. Calder
 Notary Public

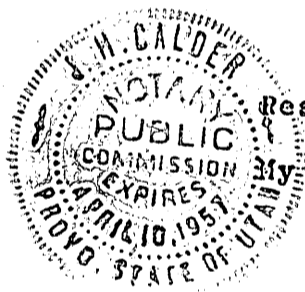
Residing at: Provo, Utah

My Commission Expires: APRIL 1957
August 10, 1959



390 - STATE OF UTAH)
 : ss
 County of Utah)

On the 21st day of April, 1956, before me
 appeared Fred L. Markham and Maud D. Markham
 _____, his wife, who, by me being duly
 sworn, did say, that they are the owners of Lot 11
 and Lot 4 in Block 8
 in Block 3 / in the Oak Hills Subdivision, and each
 duly acknowledged to me that they executed the declara-
 tion of protective covenants and restrictions applying
 to the Oak Hills Subdivision, and particularly to Lot
 and Lot 4 in Block 8
11 and Block 3 / thereof.



Residing at: Travis, Utah
 My Commission Expires: 4-10-57

J. H. Calder
 Notary Public

SECURITY TITLE & ABSTRACT CO.

BOOK _____ PAGE _____
 THE MA VEST UTAH COUNTY
 RECORDER
 APR 24 2 21 PM '56
 ABSTRACTED _____ SEC.
 PROOF READ _____ TP
 INDEXED _____ R
 \$17.00 MAIL TO

SECURITY TITLE & ABSTRACT CO.

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