

## PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions, and Easements Affecting Property of  
OAKRIDGE LAND TRUST by Parley M. Neeley and Daniel D. Bushnell, Trustees,  
hereinafter called the Declarants,

WITNESSETH:

This Declaration is made this 10th day of April, 1970, by the Declarants  
as follows:

Whereas, Declarants are the owners of the real property described in  
Clause I of this Declaration, and are desirous of subjecting the real property  
described in said Clause I to the restrictions, covenants, reservations, easements,  
liens and charges hereinafter set forth, each and all of which is and are for the  
benefit of and pass with said property, and each and every parcel thereof, and  
shall apply to and bind the successors in interest, and any owner thereof;

Now, Therefore, it is hereby declared that the real property described in  
and referred to in Clause I hereof is, and shall be, held, transferred, sold and  
conveyed subject to the conditions, restrictions, covenants, reservations, easements,  
liens and charges hereinafter set forth.

## DEFINITION OF TERMS

Building Site shall mean any unit of land as shown on that certain map  
known as "WOODLAND HILLS PLANNED DWELLING GROUP" recorded in the  
County Recorder's Office of Utah County, Utah or future modifications of the same.

Corporation shall refer to the "OAKRIDGE DEVELOPMENT CORPORATION"  
of the dwelling group covered by these Covenants or any extension thereof as herein  
provided.

CLAUSE I.

## Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed,  
transferred and sold subject to the conditions, restrictions, covenants, reservations,  
easements, liens and charges with respect to the various portions thereof set forth  
in the various clauses and subdivisions of this Declaration is located in the County  
of Utah, State of Utah, and is more particularly described as follows, to-wit:

The Southeast quarter of the Northeast quarter, the East half of the Southeast quarter of Section 24, Township 9 South of Range 2 East of the Salt Lake Base and Meridian. Area 120 acres, more or less.

The Southwest quarter of the Northwest quarter, the West half of the Southwest quarter; the Southeast quarter of the Southwest quarter and the West half of the Southwest quarter of the Southeast quarter of Section 19, Township 9 South or Range 3 East of the Salt Lake Base and Meridian. Area 180 acres, more or less.

Beginning at a point which is South 0°-02'00" East 330.00 feet and North 89°-58'-42" East 66.00 feet from the SE corner of the NW Quarter of the NW quarter of Section 19, Township 9 South, Range 3 East, Salt Lake Base and Meridian, said point of beginning is South 1633.91 feet and East 1391.25 feet from the NW corner of Section 19, Township 9 South, Range 3 East, SLB&M, thence South 0°-31'-33" East 252.76 feet; thence South 26°-32'-42" East 411.32 feet, thence South 42°-59'-06" East 243.15 feet; thence South 29°-30'-26" East 424.56 feet, thence South 37°-28'-14" East 457.76 feet, thence South 36°-02'-39" East 428.61 feet, thence South 375.64 feet, thence North 89°-53'-54" West 1156.40 feet, thence North 0°-02'-00" West 2251.50 feet to the point of beginning. Containing 32.06 acres. and such other property as is included in Woodland Hills Planned Dwelling Group.

The declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

#### CLAUSE II.

##### General Purposes of Conditions

The real property described in Clause I hereof is subjected to the conditions, restrictions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets; and adequate free spaces between structures; and in general provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of

building sites therein.

A. All building sites in the dwelling group shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling; a private garage for not more than three (3) cars, and other outbuildings incidental to use of the premises. It is understood and agreed that all roofs on all buildings shall be of non-combustible material or shall be treated with a fire retardent substance approved by architectural and landscape committee. It is understood that guest facility, barns, storage sheds, tack rooms and other types of rural buildings except outhouses may be constructed on the property so long as they are in conformity with a harmonious development of the properties and receive approval of the architectural and landscape committee.

B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications and plot plan (including topography) showing the location of such building have been approved in writing as to conformity and harmony of external design, building material, color, etc. with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of T. Darrell Bushnell, Gary M. Lloyd, Stewart P. Heimdal, and Parley M. Neeley, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority, until the vacancy on said committee shall be filled by selection of additional members or member from the membership in the "Oakridge Development Corporation" at an annual or special meeting. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor the designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

C. No building shall be located on any building site less than 30 feet from the front lot line for all sites covered by these Covenants, nor less than 20 feet from any side lot line. No residence shall be so located as to reduce the rear yard of the plot on which it is located to less than 40 feet. Lesser limitations for side yards (15') front yards (20'), or rear yards (20') may be granted by the unanimous approval of the landscape and architectural committee.

D. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and no residence shall be used for purposes of trades, offices, or commercial uses without prior written consent and approval of the landscape and architectural committee.

E. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used for human habitation, except guest facility, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Any trailer house, detached camper unit, boats, mobil homes, etc., shall be maintained or stored only in side or rear yards or in enclosure areas. No open storage of building materials on the property, except during the course of construction shall be permitted on any unit of land nor shall unusable or junk cars or other unsightly items be maintained or stored on any units of land. Each owner shall be required to reasonably, necessarily and adequately maintain his property to keep it in a reasonable state of appearance and preservation. There shall be no open burning on any units of land at any time or under any circumstances or conditions. This provision may not be modified by unanimous consent of the architectural and landscape committee or otherwise.

F. No main residential structure shall be permitted on any building site covered by these covenants, the habitable enclosed main floor area of which is less than 1400 square feet and costing the approximate sum of \$20,000 on the basis of building costs during the year 1970. No structure shall be built upon any unit of land with a height exceeding two stories above the existing ground elevations. If a garage is built underneath the house and is exposed this shall be construed as one story. Provided, however, any of the foregoing requirements of this paragraph may be modified by unanimous approval of the landscape and architectural committee.

G. Domestic and farm animals, excluding pigs, may be maintained by the property owners, provided, however, there shall not be maintained on the property domestic and farm animals to exceed two such animals on the first one acre owned by such owner plus one additional animal for each additional acre of ownership, and provided further that such animals shall not be maintained in areas having access closer than 50 feet to any residence built on the existing property or adjoining property. However, commercial raising of farm animals or other type animals and pets will not be permitted. Normal pets may be maintained by the property owners.

H. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein on any corner lot which will create a traffic hazard by obstructing view.

I. The owner of each building site to which these Covenants apply shall be a member of the "Oakridge Development Corporation", a non-profit corporation, and participate in the operation of the corporation in accordance with the Articles of Incorporation filed herewith, and in accordance with any by-laws of said Corporation which may be adopted subsequent hereto.

J. There shall be no removal of living trees on any building lot for 20 feet from the front lot line, except as to provide for a driveway into said building site, said driveway not to exceed 20 feet in width except as required in Paragraph H and the following species of trees will not be permitted to be planted on the property.

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus altissima	Tree of Heaven
Populus alba	Silver Poplar
Populus alba bolleana	Bolleana Poplar
Populus angustifolia	Narrow-Leaf Poplar
Populus deltoideas	Carolina Poplar
Populus Fremontil	Fremont's Poplar
Populus Migra Italica	Lombardy Poplar
Robinia Paeudoacacia	Black Locust
Ulmus Pumila	Siberian Elm
	Silver Maple
	Green Ash (Female)

K. All residential structures shall have modern bath and sewage facilities of a septic tank type, with 165 square feet of drain field for each bedroom. There shall be no out buildings used for toilet and sewage facilities. Sewer connections may be made when sewer facilities are available.

L. Recreational uses of the property such as hunting, etc., during the development stages may be permitted, however, such activities should not be carried on at any time when they will create any unnecessary risk or hazardous condition to occupants in the area or on private property posted by the owner prohibiting hunting thereon. This permission for hunting and such recreational uses may be terminated by unanimous approval of the landscape and architectural committee at such time when the property has developed to a point making this necessary for the welfare of the inhabitants.

M. It is understood and agreed that Oakridge Development Corporation shall have a 6 foot wide easement on both sides of all existing building sites and proposed additional building sites when they are subdivided into smaller lots indicated by the proposed plat for the installation of utility services. All such utilities are to be installed underground by the Oakridge Development Corporation or property owners.

N. It is contemplated that existing building sites may ~~be~~ at a subsequent time be subdivided into smaller building sites. In this regard, the proposed roadways for access to such smaller building sites have been indicated on plats of the property. It is, therefore, understood and agreed by all of the property owners that no building or structure or other impediment will be constructed or placed in such a manner as to interfere with the opening of such future roads. Such designated future roads shall be opened for use upon a request of a majority of the property owners fronting on such roads. Persons owning lots fronting on such proposed roads shall have the responsibility of establishing and creating the road to minimum standards as specified by Oakridge Development Corporation and thereafter shall be the responsibility of Oakridge Development Corporation to maintain said roads.

O. It is understood and agreed that all developments of the property shall be in compliance with these Protective Covenants as well as any city, state, county, federal or other governmental restrictions or requirements. If any owner of existing units of land desire to subdivide such units of land different than as preliminarily shown by existing plats, it is then understood and agreed that such

proposed subdivision must not only receive the approval of Oakridge Development Corporation but also approval of landscape and architectural committee as well as any applicable governmental agencies.

P. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 10, 1980, at which time said Covenants shall be automatically extended for successive period of 10 years unless by vote of the then owners of the units of land covered by these Covenants it is agreed to change said Covenants in whole or in part. Said voting shall be based on eligible votes established in Clause III.

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 person or persons owning any real property situated in said dwelling group, or the Oakridge Development Corporation as provided in Section I, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenant, and either to prevent him or them from so doing or to recover damages, attorney's fees, costs of court or other dues for such violation.

Q. Invalidation of any one of these Covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

CLAUSE III.

Amendments

These Protective Covenants may be amended at any time by a vote of 51% of the number of votes permissible which will be calculated on the basis of one vote per acre for each acre of land covered by the Protective Covenants.

Dated and signed this day and year first above written.

*Bushnell Deal  
Estates Co.  
D.O. Box 16  
Snow, Utah*

RECORDED AT THE REQUEST OF  
SECURITY TITLE & ABS. CO.  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
1970 JUN 19 PM 4:04  
NINA B. FIELD  
UTAH COUNTY CLERK  
\$9.90

6206

OAKRIDGE LAND TRUST  
By *[Signature]*  
Trustee  
By *[Signature]*  
Trustee  
*Silas H. Koyle*  
Silas H. Koyle  
*Edith H. Koyle*  
Edith H. Koyle

STATE OF UTAH :  
: ss.  
COUNTY OF UTAH :

On the 9th day of April A. D., 1970, personally appeared before me Parley M. Neeley and Daniel D. Bushnell, Silas H. Koyle and Edith H. Koyle and duly acknowledged to me that they are the signers of the foregoing Protective Covenants and that they executed the same.

NOTARY PUBLIC  
STATE OF UTAH  
Comm. Expires: 7-2-1973

*[Signature]*  
Notary Public  
Residing at Orem, Utah