

When recorded, mail to:
Mecham Development, Inc.
P.O. Box 67
Spanish Fork, Utah 84660

ENT 74894 BK 3588 PG 835
NINA B REID UTAH CO RECORDER BY MB
1994 DEC 16 12:15 PM FEE 137.00
RECORDED FOR CENTURY TITLE

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, CONDITIONS AND RESTRICTIONS AFFECTING
THE OAK BLUFFS ESTATES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That Oak Bluffs Estates, located in Elk Ridge Town, owned by Mecham Development, Inc., a Utah corporation, ("Developer") is the owner of the following described property located in Elk Ridge Town, County of Utah, State of Utah (the "Property"):

See the attached Exhibit "A", which is made a part here of by reference.

That it is the Developer's desire to restrict the use to which the Property is put, and for this purpose executes these covenants and building restrictions:

That the Property covered by said covenants has been platted and is designated and known as Oak Bluffs Estates (the "Subdivision"), that a plat thereof was accepted by Elk Ridge Town Council and the Mayor of Elk Ridge Town and has been recorded in the office of the County Recorder of Utah County.

NOW THEREFORE, all of the lots shown on the Subdivision plat of the OAK BLUFFS ESTATES SUBDIVISION ("Subdivision") are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth, and all persons and corporations who hereafter own or have any interest in any lot in said Subdivision shall take and hold the same subject to the agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty (20) years from the date of recording; provided, however, that said restrictions and covenants shall be renewed and automatically continue thereafter for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

1. DWELLING QUALITY AND SIZE:

1.1 All of the lots shown on said Subdivision plat shall be used only for residential purposes. No dwelling shall

Page Two

be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed two stories in height, in addition to a basement and private garage for not less than two (2) cars. Carports will not be allowed.

- 1.2 For a single-story dwelling, the finished area above grade will not be less than One Thousand, Seven Hundred (1,700) square feet, exclusive of open porches and garages. All ramblers must have a minimum of a 6/12 pitch roof, unless approved in advance by the Architectural Control Committee.
- 1.3 For a two-story dwelling, the finished area above grade will be not less than 1,400 square feet on the main level and 1,100 square feet on the upper level exclusive of open porches and garages.
- 1.4 Four (4) Level Splits and Split Entry's (Bi-levels), will not be permitted in the Subdivision unless approved by the Architectural Control Committee.
- 1.5 OTHER STYLES OF HOMES: No modular homes, round homes, octagon homes, pre-fab homes, or pre-built homes, all-wood homes, all aluminum homes, log homes, mobile homes, steel homes, concrete homes or any other type of homes of this nature shall be built or erected in this Subdivision. No solar homes can be built unless approved by the Architectural Control Committee.
- 1.6 All structures shall have not less than 75% brick, stone or stucco facing, with fifty percent brick, stone and/or stucco on the back and sides of the structure.
- 1.7 Any deviation from or modification of this paragraph 1 shall be by way of unanimous consent of the Developer and a body of property owners in the Subdivision, duly nominated and elected to serve as further set forth herein (hereafter, the "Committee" - see Article 6).

2. SPECIFICATIONS:

- 2.1 To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and must be approved by

Page Three

the Committee in advance of the commencement of construction. Designs must all be approved by the Committee.

- 2.2 Easements for installation and maintenance of utilities are reserved as noted on the recorded map. Within these easements no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements, if any, for which a public authority or utility company is responsible.
- 2.3 All setbacks shall conform to Elk Ridge Town requirements, with the additional requirement that the minimum frontyard setback shall be not less than 30 feet, with a sideyard setback not less than 24 feet (both sides) and a backyard setback of 30 feet. With corner lots, the front setback shall be 30 feet, the sideyard next to the other street shall be 20 feet, the other sideyard must be at least 10 feet, according to the Town Code. On interior lots the sideyard must be at least 10 feet on one side and a total of 24' on both sides, or 14' on the other side.
- 2.4 All plans and specifications for any structure or improvement whatsoever to be erected on or moved onto any lot, and the purposed location on the lot or lots, the construction material, the roofs, and exterior color schemes, any later changes or additions after initial approval has been given thereof, and remodeling reconstruction, and alterations thereto on any lot shall be subject to and shall require the approval of the Committee in writing before any work is commenced. Two (2) complete sets of plans and specifications shall be delivered to the Committee together with proof of approval from governmental agencies involved for any and all proposed improvements. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided.

Page Four

Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof.

- 2.4.1 If plans are submitted, the Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof; the plans and specifications shall be deemed approved should the Committee fail to respond within said fifteen (15) day period. One (1) set of said plans and specifications with the Committee's approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of this Declaration; or if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; or if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any one of the property owners of the Subdivision. The decision of the Committee shall be final, subject to veto by a two-thirds vote of all the property owners, based on the vote per Developer and one vote per platted and recorded lot.
- 2.4.2 The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
- 2.4.3 No improvements shall be built unless they conform

Page Five

with all laws, ordinances, and requirements of the Federal, State and local governing authorities.

3. MAINTENANCE:

- 3.1 All builders are required to use a dumpster or trash trailer in which to place all refuse. Said dumpster must be on site at the beginning of the framing process OR, said contractor(s) must pay to the Committee a \$250 deposit against the cleanup process. If a contractor does not clean up all refuse within one week after the closing of the long-term loan, then the deposit will be used for that purpose. Additional costs will be billed to said contractor(s). Said funds will be released after inspection.
- 3.2 No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate.
- 3.3 Unless otherwise approved in writing by the Committee, construction of the primary dwelling must be completed, construction materials and equipment removed, fencing erected, and the ground graded within twelve (12) months from the time ground is broken for the structure.
- 3.4 All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such a manner as not to detract from the Subdivision as a whole. Sidewalks, parkways, curbs, and gutters must be kept clean, unobstructed and in good repair.
- 3.5 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

Page Six:

shall not be placed in the streets between the curb and the property lines. Any disturbance of the property on any side of the lot being built on, caused either by the owner or his contractor(s), shall be cleaned and repaired by the owner's or his contractor(s), prior to the closing of the owner's loan(s).

- 3.7 Landscaping, including grass and some shrubs, must be completed within eighteen (18) months from when the first ground is broken for the structure.
- 3.8 All lots shall be required to have a front yard light. The light must be built at the same time the house is built and finished. The light can be incorporated into the top of the mailbox or entrance pillars or positioned on the sidewalk.
- 3.9 All roofs must be of either bartile, wood shake, or 30-year architectural 80, heavy-duty asphalt roof (240 lb.) or equivalent.

4. RESTRICTIONS ON USES:

- 4.1 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 4.2 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
- 4.3 No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats, and other domesticated household pets may be kept, provided that they are not kept or maintained for any commercial purpose, and provided that all pets kept outside must

Page Seven

be restrained in a humane and sanitary manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than twenty (20) feet from any neighboring dwelling. If outdoor pets are not completely confined to a kennel, run or leash, the yard must be completely enclosed by a fence or wall. No pets may be kept in unreasonable numbers, and the Committee may establish rules and restrictions from time to time concerning specific breeds or types of dogs or animals.

- 4.4 No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes or other similar vehicles, shall be parked or stored on a public street or right-of-way for more than 72 consecutive hours. The intent of this provision is to keep the roadways open for daily traffic, and to avoid the unsafe and unsightly condition of vehicles parked on the street for long periods of time. The Committee may enforce this provision by first giving notice to the owner of the violation (or where the owner is not readily available or ascertainable, by giving notice in the form of a written request placed on the vehicle in question), and subsequently by causing the vehicle(s) or equipment parked on the street in violation of this provision be towed away, at the owner's expense. No vehicles or equipment may be kept or stored on any lot unless stored in a garage or on a parking stall (pad). Recreational vehicles must be parked on an RV pad located on the side of the garage.
- 4.5 Fences. No lot line fence over seven (7) feet high will be allowed. No plain chain link fences will be allowed. Decorative chain link fences, such as chain link with slats, will be permitted at the discretion of the Architectural Control Committee. Canals and ditches must be fenced off within 3 months of purchase of the property.
- 4.6 Swamp coolers will be allowed, however, all coolers

Page Eight

must be placed on the back side of the roof so that NO part of the cooler can be seen from the front street location.

- 4.7 No radio or short wave antennas will be allowed. All T.V. antennas must be placed on the back or side of roof so that no part of the antenna can be seen from the front street location. Satellite antenna systems (disks) cannot be placed or installed in the front or side yards. The disk must be sight obscured from the front street location.
- 4.8 No commercial activity of a permanent nature may be conducted within the Subdivision without the express written consent of the Committee. The standard by which the Committee shall judge in connection with such request shall be based in part on avoidance of the generation of business traffic into the Subdivision and the unobtrusive nature of the proposed activity viz a viz the other property owners.
- 4.9 Not more than one (1) family unit will be maintained on each lot within the Subdivision; notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the lot owner.

5. ENFORCEMENT RIGHT:

- 5.1 If any owner of a lot in the Subdivision, or the owner's heirs or assigns, shall violate or attempt to violate any of the covenants herein, any other person or persons owning a lot in the Subdivision may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from so doing and to recover damages caused by such violation, together with attorney's fees, and costs of court.

Page Nine

6. ARCHITECTURAL CONTROL COMMITTEE:

- 6.1 The initial Committee is composed of:
Donald K. Mecham, President
Cindy Mecham, Vice-President
Todd Schulthess, Property Owner
- 6.2 When some of the lots within the Subdivision have been sold by Developer, the structure of the Committee will be enlarged to include not less than three (3) nor more than five (5) duly elected property owners.
- 6.3 Members of the Committee shall be elected to one year terms at the annual meeting of the property owners in the Oak Bluffs Estates Subdivision, on a one vote/recorded lot basis. Vacancies on the Committee shall be filled by a majority vote of the remaining Committee members. Any or all members of the Committee may be removed and replaced upon a 2/3rds vote of the property owners.
- 6.4 So long as the Committee members carry out their responsibilities hereunder in a reasonable manner, they shall incur no liability costs or expenses arising out of the claims of any property owner(s).
- 6.5 Membership in the Committee shall be limited to property owners only, as long as at least three property owners consent to serve. In the event the property owners cannot fill at least three seats on the Committee, any property owner may nominate a non-property owner in the Subdivision and such individual(s) may be voted upon for membership on the Committee.

7. GENERAL PROVISIONS:

- 7.1 Except as otherwise provided, this Declaration can be amended at any time by a written instrument executed in recordable form by not less than three-fourths (3/4ths) of the property owners within the Subdivision.
- 7.2 These covenants are to run with the land and shall be binding upon all parties and all persons claiming under

Page Ten

them for a period of twenty (20) years from the date these covenants are recorded. (Extension provisions cited in preamble.)

IN WITNESS WHEREOF, Developer has executed this Declaration on the 1st day of December, 1993.

OAK BLUFFS ESTATES
by Mecham Development, Inc.

By: Donald K. Mecham
Donald K. Mecham, President

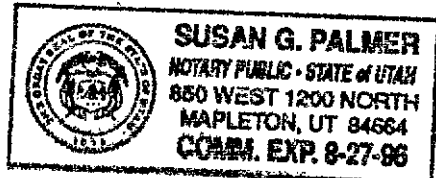
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

SUBSCRIBED AND SWORN to before me this 1st day December, 1993.

Susan G. Palmer
Notary Public

Commission Expires: 8/27/96

Residing at: Mapleton, Utah



ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 21st day of January, 1994.

Lee J. Palmer
Lee J. Palmer

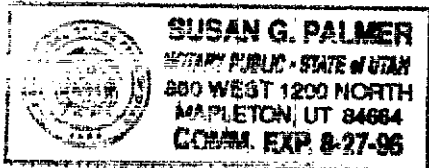
Susan G. Palmer
Susan G. Palmer

STATE OF UTAH

)
:SS

COUNTY OF UTAH

ON THE 21ST DAY OF JANUARY, 1994 PERSONALLY APPEARED BEFORE ME LEE J. PALMER AND SUSAN G. PALMER THE SIGNERS OF THE ABOVE INSTRUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.



Stanley W. Warnick
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/1/96
RESIDING AT: Pleasant Grove, UT.

ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 31st day of January, 1994.

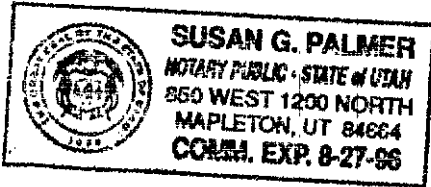
MAC ANTHONY CORP
Anthony J. Christensen
Anthony J. Christensen

STATE OF UTAH)

)
:SS
)

COUNTY OF UTAH

ON THE 31ST DAY OF JANUARY, 1994 PERSONALLY APPEARED BEFORE ME ANTHONY J. CHRISTENSEN WHO IS THE PRESIDENT OF MAC ANTHONY CORP. THE SIGNER OF THE ABOVE INSTRUMENT WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.



Susan G. Palmer

NOTARY PUBLIC
MY COMMISSION EXPIRES: 08/27/96
RESIDING AT: MAPLETON, UTAH

ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

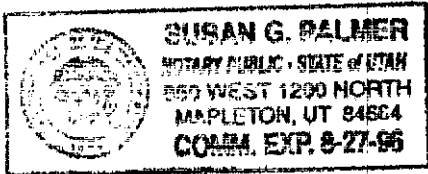
DATED this 13th day of January, 1994.

Anthony J. Christensen
 ANTHONY J. CHRISTENSEN

Marielen W. Christensen
 MARIELEN W. CHRISTENSEN

STATE OF UTAH)
) :SS
 COUNTY OF UTAH)

ON THE 13TH DAY OF JANUARY, 1994 A.D., PERSONALLY APPEARED BEFORE ME ANTHONY J. CHRISTENSEN AND MARIELEN W. CHRISTENSEN, THE SIGNER(S) OF THE ABOVE INSTRUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.




Susan G. Palmer
 NOTARY PUBLIC
 MY COMMISSION EXPIRES; 08/27/96
 RESIDING IN : MAPLETON, UTAH

ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 1st day of March, 1994.




Ronald C. Collings



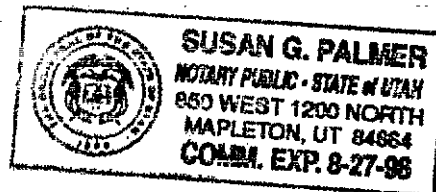
Joyce V. Collings

STATE OF UTAH }
 :SS
COUNTY OF UTAH }

On the 1st day of March, A.D. 1994, personally appeared before me Ronald C. Collings and Joyce V. Collings the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.



Notary Public
My commission expires:
Residing at:



ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 25th day of March, 1994.

G. Duane Crutchfield

G. DUANE CRUTCHFIELD

M. Judith Crutchfield

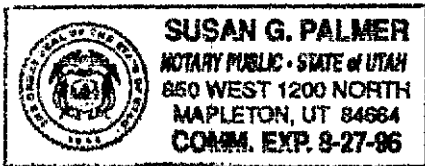
M. JUDITH CRUTCHFIELD

STATE OF UTAH }
 :SS
COUNTY OF UTAH }

On the 25th day of March, A.D. 1994, personally appeared before me
G. DUANE CRUTCHFIELD AND M. JUDITH CRUTCHFIELD
the signer(s) of the above instrument, who duly acknowledged
to me that he executed the same.

Susan G. Palmer


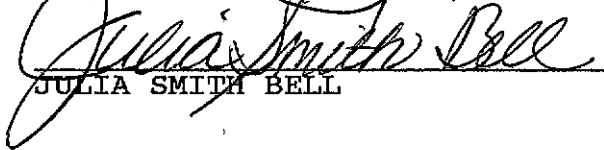
Notary Public
My commission expires: 8/27/96
Residing at: Mapleton, Utah



ADDENDUM

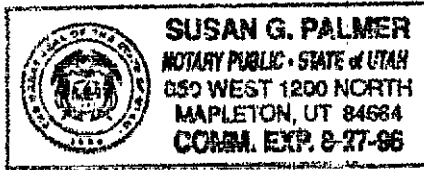
We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

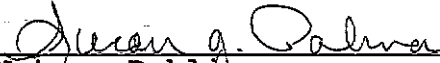
DATED this 19th day of April, 1994.


SCOT PASCOE BELL

JULIA SMITH BELL

STATE OF UTAH }
 :SS
COUNTY OF UTAH }

On the 19th day of April, A.D. 1994, personally appeared before me SCOT PASCOE BELL AND JULIA SMITH BELL the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.




Notary Public
My commission expires:
Residing at:

ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 12th day of April, 1994.

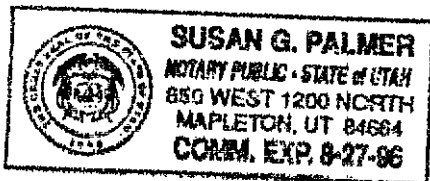
Tom R. Tervort
 TOM R. TERVORT

Paula S. Tervort
 PAULA S. TERVORT

STATE OF UTAH }
 :SS
 COUNTY OF UTAH }

On the 12th day of April, A.D. 1994, personally appeared before me TOM R. TERVORT AND PAULA S. TERVORT the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Susan G. Palmer
 Notary Public
 My commission expires:
 Residing at:



ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 19th day of April, 1994.

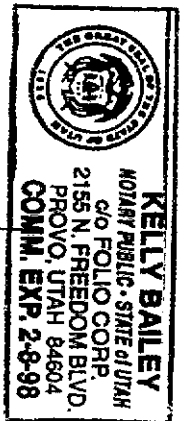
David Tod Schultness
DAVID TOD SCHULTNESS

Carlene S. Schultness
CARLENE S. SCHULTNESS

STATE OF UTAH }
 :SS
COUNTY OF UTAH }

On the 19th day of April, A.D. 1994, personally appeared before me DAVID TOD SCHULTNESS AND CARLENE S. SCHULTNESS the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.


Kelly Bailey
Notary Public
My commission expires: 2/8/98
Residing at: Provo, UT




ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

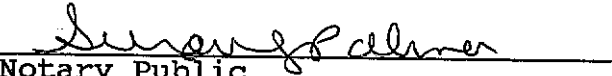
DATED this 13th day of May, 1994.

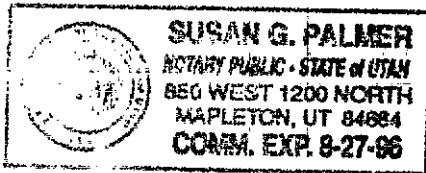

 DONALD O. LOVEJOY


 MERLENE R. LOVEJOY

STATE OF UTAH }
 } :SS
 COUNTY OF UTAH }

On the 13th day of May, A.D. 1994, personally appeared before me
 DONALD O. LOVEJOY AND MERLENE R. LOVEJOY
 the signer(s) of the above instrument, who duly acknowledged
 to me that he executed the same.


 Notary Public
 My commission expires:
 Residing at:



ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 20th day of January, 1994.

Jay Rodney McIntire
 JAY RODNEY MCINTIRE
Rosalea W. McIntire
 ROSALEA W. MCINTIRE

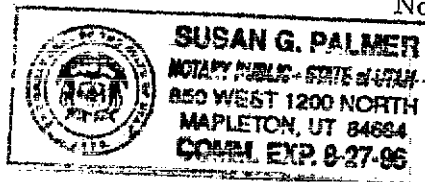
(Individual)

STATE OF UTAH
COUNTY OF *Utah* ss.

On the 20th day of January, A.D. 1994, personally appeared before me Jay Rodney McIntire and Rosalea W. McIntire, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Susan G. Palmer
Notary Public residing at:


My Commission Expires:




ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

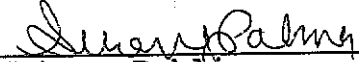
DATED this 14th day of September, 1994.

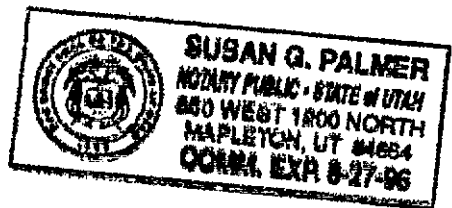

 ANTHONY J. CHRISTENSEN


 MARIELLEN W. CHRISTENSEN

STATE OF UTAH }
 :SS
 COUNTY OF UTAH }

On the 14th day of September, A.D. 1994, personally appeared before me ANTHONY J. CHRISTENSEN AND MARIELLEN W. CHRISTENSEN the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.


 Notary Public
 My commission expires:
 Residing at:



ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 19th day of October, 1994.

Gary Rowland

 GARY ROWLAND

Kathleen Rowland

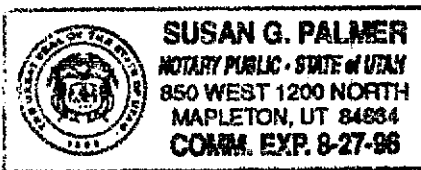
 KATHLEEN ROWLAND

STATE OF UTAH }
 }:SS
 COUNTY OF UTAH }

On the 19th day of October, A.D. 1994, personally appeared before me GARY ROWLAND AND KATHLEEN ROWLAND the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Susan G. Palmer

 Notary Public
 My commission expires:
 Residing at:



ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 20th day of October, 1994.

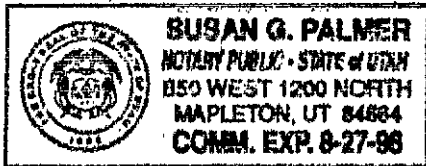
Steve Hardle
STEVE HARDLE

Colette D. Hardle
COLETTE D. HARDLE

STATE OF UTAH }
 :SS
COUNTY OF UTAH }

On the 20th day of October, A.D. 1994, personally appeared before me STEVE HARDLE AND COLETTE D. HARDLE the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Susan G. Palmer
Notary Public
My commission expires:
Residing at:



ADDENDUM

We, the undersigned, purchased real property in the Oak Bluff Estates Subdivision prior to the recording of the above Declaration of Protective Covenants, Agreements, Conditions, and Restrictions affecting the Oak Bluff Estates Subdivision. We hereby agree to the above restrictions as outlined above.

DATED this 28th day of October, 1994.

John David Wolverton

 JOHN DAVID WOLVERTON

Mary Christensen Wolverton

 MARY CHRISTENSEN WOLVERTON

STATE OF ~~UTAH~~ *Oregon* }
 :SS
 COUNTY OF ~~UTAH~~ *Clatsop* }

On the ~~28th~~ ³¹ day of October, A.D. 1994, personally appeared before me JOHN DAVID WOLVERTON AND MARY CHRISTENSEN WOLVERTON the signer(s) of the above instrument, who duly acknowledged to me that ~~they~~ ^{they} executed the same.



M. L. Rath

 Notary Public
 My commission expires: *1-29-97*
 Residing at: *Johnson, OR*

EXHIBIT "A"

Lots 1 to 19, Plat "A", OAK BLUFF ESTATES SUBDIVISION, Elk Ridge, Utah according to the official plat thereof on file in the office of the Utah County Recorder.

Lots 21 to 39, Plat "B", OAK BLUFF ESTAES SUBDIVISION, Elk Ridge, Utah accordin to the official plat thereof on file in the office of the Utah County Recorder.