

250794

PROTECTIVE COVENANTS
OAKRIDGE MANOR SUBDIVISION PLAT "A"

WHEREAS, Clyde E. Williams Company, a Utah Corporation, is the owner and possessor of the following described land:

Beginning at the North quarter corner of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence along the North line of said Section 32, North 89°53' East 1089.91 feet; thence South 153.40 feet; thence South 39°28' West 104.11 feet; thence South 45°00' East 235.85 feet to the point of tangency of a curve to the right; thence along the arc of said curve to the right 13.95 feet; thence North 48°55' East 79.45 feet; thence East 90.27 feet; thence South 0°20'25" East 429.95 feet; thence West 155.03 feet; thence South 0°20'25" East 10.00 feet; thence West 200.47 feet; thence North 45°00' West 675.32 feet; thence West 416.12 feet; thence North 0°39'30" West 29.90 feet; thence South 89°20'30" West 100.00 feet; thence North 0°39'30" West 290.00 feet to the point of beginning.

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

- Abstracted
- Indexed
- Entered
- Platted
- On Map
- Compared

- A. All lots in the tract shall be known 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 not to exceed two stories in height, and a private garage or carport for not more than two cars.
- B. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, or nearer than 8 feet from any side lot line and the total width of the two side yards shall not be less than 18 feet.
- C. The ground floor area of the main structure, exclusive of one story open porches, and garages shall not be less than 1,100 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 attached to each dwelling. All dwellings shall be constructed of new material.
- D. No temporary or sub-standard structure of any kind shall be used as a residence temporarily or permanently. No fence, wall, hedge, or other object of similar design may 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.
- 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. 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.

F. 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 as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of the directors of Clyde E. Williams Company, or a committee designated by the directors of Clyde E. Williams Company to have full authority to approve or disapprove such design and location. In the event said committee, or its designated representative, 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 has 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. Neither the member of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of such committee, and of its designated representative, shall cease on and after January 1, 1966. 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 duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

G. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1986.

H. 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 so doing or to recover damages or other dues from such violations.

I. Invalidation of any one 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.

ATTEST:

CLYDE E. WILLIAMS COMPANY

By: Clyde E. Williams President

STATE OF UTAH ()
(SS.
COUNTY OF DAVIS ()

On the 10th day of Sept., A.D., 1963, personally appeared before me CLYDE E. WILLIAMS, who being duly sworn did say that he is President of the Clyde E. Williams Company, a Utah Corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Clyde E. Williams acknowledged to me that said corporation executed the same.

My Commission Expires:

May 26, 1967

[Signature]
Notary Public

Centerville, Utah
Residing at