

10- DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO OAK HILLS PLAT B.I 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 Plat B, 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 herewith makes the following declaration of protective covenants and restrictions which shall apply to and run with all of the lots located in Oak Hills Plat B.

II DESCRIPTION

The following is a particular description of the lands to be embraced within the aforesaid plat of subdivision: commencing at a point which is East along the section line 1179.95 feet from the Northwest corner of Section 32, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running thence East along the section line 625.90 feet; thence South 6 deg. 02 min. West 307.83 feet; thence on the arc of a curve to the left with a radius of 922.00 feet, a distance of 325.06 feet; thence South 14 deg. 10 min. East 24.96 feet; thence on the arc of a curve to the right with a radius of 1228.00 feet, a distance of 328.64 feet; thence South 1 deg. 10 min. West 42.62 feet; thence South 3 deg. 29 min. West 135.86 feet; thence North 86 Deg. 31 min. West 56.00 feet; thence North 82 deg. 13 min. West 436.21 feet; thence South 17 deg. 18 min. West 250.43 feet; thence North 89 deg. 23 min. West 434.94 feet; thence North 22 deg. 22 min. West 145.55 feet; thence North 15 deg. 45 min. East 200.34 feet; thence North 47 deg. 38 min. East 132.45 feet; thence North 41 deg. 31 min. East 254.50 feet; thence North 12 deg. 59 min. East 346.12 feet; thence on the arc of a curve to the left with a radius of 593.69 feet, a distance of 163.03 feet; thence North 2 deg. 45 min. West 222.52 feet to the point 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 Oak Hills Plat B, 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 Wesley F. Knudsen, Fred L. Markham, and Lynn D. Taylor, 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

Plans and specifications shall be prepared by an architect licensed to practice in the State of Utah or by an individual who, in the opinion of the committee, has shown by the character of his contract documents and by the quality of his executed work his competence is equal to that of a licensed architect.

VIII EASEMENTS

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

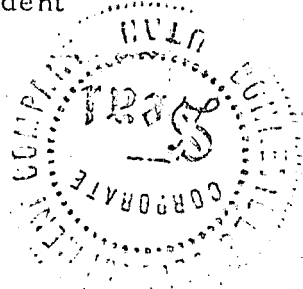
IN WITNESS WHEREOF, the Owner, Bonneville Development Company, has executed the above instrument this 1st day of January, 1957.

BONNEVILLE DEVELOPMENT COMPANY

By J. Hamilton Calder
Its President

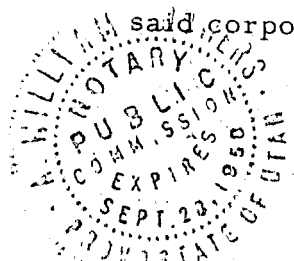
ATTEST:

By Weldon J. Taylor
Its Secretary



STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 1st day of January, 1957, 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 is the seal of said corporation.



W. Brown
Notary Public
Residing at: Provo, Utah

My Commission Expires:
Sept 23, 1958

1063
SECURITY TITLE & ABSTRACT CO.

BOOK PAGE
INDEXED
JAN 23 4 03 PM '57
W. H. HARRIS & SONS

ABSTRACTED
PROOF RETURN
12.20.13

SECURITY TITLE & ABSTRACT CO

1064
Corporation Release of Mortgage

KNOW ALL MEN BY THESE PRESENTS:

That GRAY REALTY COMPANY

a corporation, duly organized, existing, and doing business under and by virtue of the laws of the State of Utah, in consideration of the sum of

Four Hundred and No/100

Dollars, to it paid by

ROY K. BULLOCK AND ELLA C. BULLOCK, HIS WIFE the receipt of which is hereby acknowledged.

does hereby certify and declare that a certain mortgage bearing date the 2nd day of February A. D. 1948, made and executed by

ROY K. BULLOCK AND ELLA C. BULLOCK, HIS WIFE,

Mortgagors therein, to GRAY REALTY COMPANY CORPORATION

and recorded in the office of the County Recorder of the County of Utah, State of Utah,

in Book 497 of Mortgages, at Page 3-5, on the 6th day of February

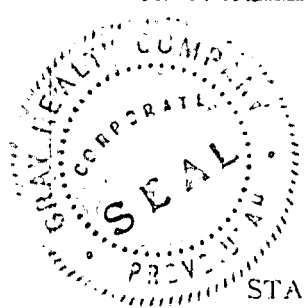
A. D. 1948, together with the debt thereby secured, is fully paid, satisfied and discharged.

WITNESS the signature and seal of said corporation this 26th day of December, A. D. 1956.

Gray Realty Company

a corporation

By Richard D. Gray
Seymour D. Gray



STATE OF UTAH,

County of Utah } ss.

On the 26th day of December A. D. 1956, before me, a Notary Public, in and for the State of Utah, personally appeared Wilford S. Gray

and Seymour D. Gray, who, being duly sworn, did say that they are