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BOOK 2705 PAGE 540

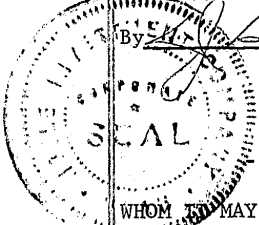
Recorded at Request of Hogle Investment Co. NOV 7 1968  
at 1230 Fee Paid \$ 5.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah  
By Edwin White Dep. Date 290 Kearns Bldg.

Hogle Investment Company

By Edwin White Vice President

By [Signature] Secretary

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS PLAT B, BONNEVILLE ON THE HILL SUBDIVISION



TO -

WHOM IT MAY CONCERN

RECITES:-

THE undersigned, Hogle Investment Company, a Utah corporation, being the owner of the lands hereinafter described at Plat B, BONNEVILLE ON THE HILL SUBDIVISION, Salt Lake County, Utah, and desiring to develop a residential area of distinctive and individual character and to provide a means by which such character may be safeguarded and protected, does hereby make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows; to-wit:

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, state of Utah, described as Plat B, BONNEVILLE ON THE HILL SUBDIVISION and more particularly described as follows:

All of Plat B, BONNEVILLE ON THE HILL SUBDIVISION, according to the official plat thereof on file in the office of the Salt Lake County Recorder.

WHEREAS, the undersigned is about to sell the property as described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between Hogle Investment Company and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth;

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between Hogle Investment Company and its heirs, successors and assigns, and the several owners and purchasers of said property and their heirs, successors and assigns and between all of them.

1. Mutual and Reciprocal Benefits, Etc. All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on above described property and shall be intended to create a mutual and equitable servitudes upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.
2. Terms of Restrictions. Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the last day of March 1990, upon which date same shall be automatically continued for successive periods of ten years each unless it is agreed by the vote of then record owners of a majority of the property to terminate and do away with same; provided, however, that any time after March 31, 1990, these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record owners of a majority of the property.

3. Pets, Animals, Etc. No animals other than a reasonable and usual number of household pets shall be kept on any of said lots.
4. Private Residence; moving of structures. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other place upon said premises.
5. Excavating. No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building or structure thereon.
6. Rubbish Control. No rubbish shall be stored or allowed to accumulate thereon.
7. Set Backs. No building or improvement shall be erected or maintained on any residential lot the front wall of which is located nearer to the front property line of said premises than thirty-five (35) feet.
8. Resubdivision of Sites. None of said lots may be re-subdivided except that the undersigned, its successors or assigns, may divide any of said lots so as to increase the size of adjoining lots; or where one or more of said lots is, in the opinion of the undersigned, its successors and assigns, of such size and character that it may be divided into two or more lots which will each be similar to other lots in said tract, and adequate in size and character to permit development similar to that on said other lots, then such lot or lots may be divided by the undersigned, its successors and assigns, or permission may be granted by the undersigned, its successors or assigns, to the owner of such lot or lots, as the case may be, to so divide such lot or lots, but in no event, shall any lots be so divided so as to create a parcel having an area of less than one-quarter acre, including in the calculation of such area, the street upon which it abuts to the center line thereof. Should two or more contiguous lots be acquired by the same grantee, such lots will, unless otherwise stipulated, be treated and considered by the undersigned and/or said grantee as one entire lot for the purpose of these restrictions.
9. Fences, Walls and Trees. No fence shall be built or maintained on any such lot higher than three feet within seventy-five (75) feet from the front property line thereof.
10. Manner of Voting. In voting, pursuant to the provisions of Paragraphs 2 or 10 hereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's office of the County of Salt Lake, State of Utah.
11. An Architectural Supervising Committee consisting of three members has been created by the undersigned and the undersigned may fill vacancies in the committee and remove members thereof at its pleasure; provided, however, that when ninety percent of the lots in said tract have been sold (either deeded or sold under contract of sale) thereafter, upon written designation by eight-five percent of those who are owners (either under contract of purchase or in fee) of lots in said tract, of some person or persons whom such owners desire to have made a member or members of said Committee, the undersigned will appoint such person or persons on the Committee and if necessary will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided, further, however, that one person designated by the undersigned shall always remain a member of said Committee if undersigned so desires. The functions of said Committee shall be, in addition to the functions elsewhere in this Declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract so that all structures shall conform to the restrictions and general plans of the undersigned and of the Committee for the improvement and development of the whole tract. At least one of the members of the Architectural Supervising Committee shall be a licensed architect in the State of Utah who has had at least five years of practice in the State of Utah. Nothing in this Paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The

Committee may act by any two of its members and any authorization, approval or power made by the Committee must be in writing signed by at least two members thereof.

12. Improvements. (A) Type of Structures: No building other than one single family dwelling house and appropriate out-buildings shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant out-buildings, except the Architectural Supervising Committee can allow to be located in the area, churches and schools.

(B) Before the Architectural Supervising Committee may approve any plan for construction work of any kind on the premises, the lot owner or purchaser must submit to said Architectural Supervising Committee an accurate survey showing one foot contour intervals and in addition thereto, the four corner points of the lot involved must be located at site by a licensed surveyor. No construction of any kind or nature on any of the lots shall be commenced until curb grade has been established.

(C) Approval of Plans: No structures, either residence, out-building, school, church, tennis court, swimming pool, wall, fence or other improvements shall be constructed upon any of the said lots, neither shall amateur communications antennas ("ham") radio antennas be constructed on any of said lots without the written approval as to location, height and design thereof first having been obtained from the Architectural Supervising Committee. Before construction work of any kind is started, the plans of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval, and said plans shall show the four exterior elevations of said building together with the floor plan plotted on a map of said lot and any additional details of house construction the Architectural Supervising Committee may require.

(D) Landscaping: No landscaping shall be begun on said property nor planting of trees take place until the plans and specifications therefore have been first approved in writing by the Architectural Supervising Committee.

(E) Diligence in Building: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable length of time.

13. Violation of Restrictions: Penalties. Violations of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon, or as to which said violation or breach exists and to summarily abate and remove at the expense of the owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive. Violation of any of the restrictions, conditions, covenants, or agreements herein contained by any of the purchasers of said property or their heirs or assigns, shall give the right to any other purchaser or purchasers, their heirs or assigns, of any property in Bonneville on the Hill Subdivision Plat "B" in those areas in said subdivision on which a Declaration of Protective Covenants, Agreements, Restrictions and Conditions affecting the real property has been recorded in the office of the Salt Lake County Recorder, to prosecute any proceedings at law or equity against such purchasers violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

14. Minimum Building Costs. The undersigned reserves the right for Hogle Investment Co. Inc., its successors and assigns to set a minimum figure for the cost of square foot floor area of any dwelling house to be erected on any of said lots in contracts and deeds, to any or all of the lots created in above described property. This cost or minimum square foot floor area may also be set from time to time by the Architectural Supervising Committee.

15. Acceptance of Restrictions. All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth therein.

16. Invalidity. It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof is held invalid, or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

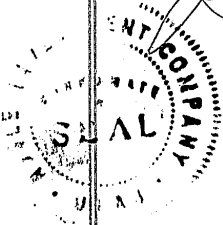
17. Signs. That no sign shall be placed or maintained upon said premises larger than six (6) inches in height by fifteen (15) inches long.

18. Marginal Notes. The marginal notes and phrases as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are or are they intended to be, part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

Hogle Investment Company

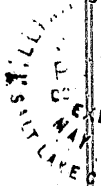
By Edwin M. Whitney Vice President

By L. J. Lerwill Secretary



STATE OF UTAH,            )  
  )  
County of Salt Lake    )

On the 6th day of November, 1968 A.D. personally appeared before me EDWIN WHITNEY and L. J. LERWILL who being by me duly sworn did say, each for himself that he, the said EDWIN WHITNEY is the Vice President, and he, the said L. J. LERWILL is the Secretary of HOGLE INVESTMENT 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 EDWIN WHITNEY and L. J. LERWILL each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



William S. Douglas  
Notary Public

My Commission expires 5-6-70 My residence is Salt Lake City, Utah.