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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLYING TO OAK HILLS SUBDIVISION, PLAT H

I DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Bonneville Development Company, hereinafter called the Owner, caused to be surveyed and platted the lands hereinafter described under the name of Oak Hills Plat H, 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, the present sole and entire owner, hereby makes the following declaration of protective covenants and restrictions which shall apply to and run with all of the land (lots) located in Oak Hills Plat H, and shall be binding upon all of the parties and persons claiming under the Owner and shall be for the benefit of and limitation upon all future owners in the said subdivision. This declaration of restrictions being designed for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use herein specified.

II DESCRIPTION

The following is a particular description of the lands to be embraced within the aforesaid plat of subdivision commencing South 86 deg. 27 min. East 56.0 feet, and North 3 deg. 33 min. East 192.0 feet from the Northeast corner of Lot 8, Plat E, Oak Hills Subdivision, which beginning point is East along section line 2125.70 feet, and South 1176.27 feet from the Northwest corner of Section 32, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 86 deg. 27 min. East 128.39 feet; thence South 3 deg. 33 min. West 220.00 feet; thence South 0 deg. 57 min. East 110.00 feet; thence South 4 deg. 30 min. East 330.00 feet; thence North 88 deg. 50 min. 50 sec. West 139.82 feet; thence 19.23 feet on a arc of 101.81 feet radius curve: Chord bears North 3 deg. 54 min. 40 sec. West 19.20 feet; thence North 1 deg. 30 min. East 15.78 feet; thence 115.96 feet on a arc of 1107.37 feet radius curve: Chord bears North 1 deg. 30 min. West 115.91 feet; thence North 4 deg. 30 min. West 190.00 feet; thence 52.03 feet on a arc of 370.35 feet radius curve: Chord bears North 0 deg. 28 min. 30 sec. West 51.99 feet; thence North 3 deg. 33 min. East 272.00 feet to the point of beginning.

III RESERVATIONS, RESTRICTIONS AND COVENANTS

The Owner declares that the aforesaid land shown on the plat 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 H, and which has been heretofore dedicated to the public for the purpose of a public street.

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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 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.

H. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, except with the written permission of 2/3 of subdivision property owners.

I. No signs, billboards nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 x 5 feet in size advertising a specific unit for sale or house for rent, or construction sign, may be displayed on the premises affected.

J. No lot shall be divided or by title description separated, nor shall more than one single family dwelling be erected upon any lot within the subdivision.

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K. No owner of any lot within the subdivision shall rent or lease rooms or portions of any structure, less than the whole of said structure including all of the improvements upon any lot within the subdivision, and specifically shall not take in boarders, tenants, or students for hire nor shall any owner lease or rent any lot with improvements thereon for any purpose other than single family residence.

#### VI ARCHITECTURAL AND BUILDING COMMITTEE

The Architectural and Building Committee shall consist of three members appointed by the Owner, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. In the event of death or resignation of any of the members, the Owner first and if the Owner does not act within thirty (30) days, then the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the Committee shall declare a vacancy. Unless the Committee by adequate notice determines otherwise, all notices to the Committee shall be given or addressed to the Committee in care of the Bonneville Development Company at its offices in Provo, Utah.

#### VII NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which house owners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers who in the opinion of the Committee possess outstanding ability whose previous work may be reviewed as a part of the approval process.

Preliminary drawings shall be filed for approval and accepted before working drawings are begun. Drawings shall include, as a minimum, the following:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor Plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through house.
5. A perspective. (optional)

Outline specification shall give basic structure system and outline all materials to be used on the exterior of the residence.

Working drawings shall be filed for approval and accepted before construction is begun. Drawings shall include, as a minimum, the following:

1. Plot plans to scale showing the entire site, building, garages, walks, drives, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

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2. Detailed floor plans.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections - cross and longitudinal.
5. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used supplemented with a notation of the colors of all materials to be used on the exterior of the residence.

Committee procedure. Any two members in agreement shall constitute the Committee to act on Committee business, and these two shall affix their signatures to any plans or correspondence describing the subject upon which they have taken action. On occasions when a member of the Committee shall be in opposition, a majority of two in favor shall govern.

Committee Functions. The Committee shall accept or reject:

- A. Preliminary Plans of proposed residences  
(as defined herein)
- B. Final Plans of proposed residences  
(as defined herein)
- C. Planning Problems or complaints by property owners.

The Committee shall act within ten days on any of the above, and place its action in writing to be held as a permanent record, with copies to the parties concerned.

An Owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the nature of the action so that he can take the steps necessary toward obtaining approval of his plans.

The Committee has the authority to judge building, materials, fences, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the Property Owners represented. These shall include aesthetics, reasonable protections of view, permanence of material, etc. All decisions of the Committee shall be final.

#### 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 GENERAL PROVISIONS

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

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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, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Owner, its 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 construction 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 it, and upon such assignments or conveyance being made its 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.

XII SEVERABILITY

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.

IN WITNESS WHEREOF, the Owner, Bonneville Development Company, has executed the above instrument this 29<sup>th</sup> day of MAY, 1969.

BONNEVILLE DEVELOPMENT COMPANY



By Hamilton Calder  
President

By Weldon J. Taylor  
Secretary

