

WHEN RECORDED MAIL TO:  
Daniel J. Phelps  
1576 E. Harvey Road  
Fruit Heights, Utah 84037

**RETURNED**  
**OCT 29 2002**

E 1799446 B 3156 P 735  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2002 OCT 29 12:53 PM FEE 72.00 DEP MEC  
REC'D FOR SPRING HOLLOW EST ARCH COMMITT

**NOTICE OF AMENDMENT TO PROTECTIVE  
COVENANTS OF SPRING HOLLOW ESTATES SUBDIVISION**

**RECITALS:**

WHEREAS, a Declaration of Protective Covenants for Spring Hollow Estates was recorded March 26, 1999, as Entry No. 1499536 of the official records of the Davis County Recorder, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (the "Declaration"); and

WHEREAS, the Declaration pertains to the property located in Davis County, Utah, more particularly described in Exhibit "B" hereto (the "Subdivision"); and

WHEREAS, pursuant to Paragraph 18 of the Declaration, by a majority vote of the Architectural Control Committee (the "Committee"), the Declaration can be changed as it pertains to the Subdivision; and

WHEREAS, a majority of the owners of lots in the Subdivision have indicated their consent to the exception granted by the Committee pertaining to the construction of a detached garage and storage shed on Lot 10 in the Subdivision; and

WHEREAS, the Committee has three (3) pending requests from other owners of lots in the Subdivision who have indicated a desire to build detached garages on their respective properties, even though such lots are smaller in size than 20,000 square feet; and

WHEREAS, the undersigned, being a majority of the members of the Committee, desire, by execution of this instrument, to amend and modify the Declaration.

NOW, THEREFORE, pursuant to Paragraph 18 of the Declaration, the undersigned, being a majority of the Committee, hereby change, modify and amend Paragraph 1 of the Declaration to permit the construction of detached garages on lots in the Subdivision which are in excess of 12,000 square feet. All plans for detached garages must be approved by the Committee. The Committee maintains the right to grant exceptions regarding land use and building types and locations.

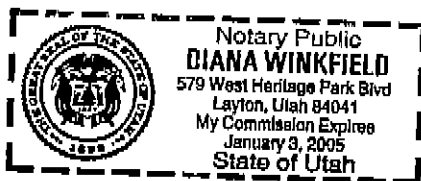
Approved by a majority of the Committee this October 29, 2002.

*Daniel J. Phelps*  
Daniel J. Phelps

*Debbie Phipps*  
Debbie Phipps

STATE OF UTAH            )  
  : ss.  
COUNTY OF DAVIS        )

On this 29<sup>th</sup> day of October, 2002, appeared before me Daniel J. Phelps and Debbie Phipps, who, by me being first duly sworn, did acknowledge to me that they are members of the Architectural Control Committee of the Hollow Estates Subdivision, that they executed the foregoing instrument for its stated purpose and that the said Architectural Control Committee executed the same.



*[Signature]*  
Notary Public

All Spring Hollow Est #1  
All Spring Hollow Est #2

07-201-00014 thru 0010, 0013 thru 0022  
0024 thru 0026, 0028 thru 0039

E 1799446 B 3156 P 737

DECLARATION OF PROTECTIVE COVENANTS  
FOR SPRING HOLLOW ESTATES

1999 MAR 26 10:50 AM FEE \$66.00 DEP REC  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
REC'D FOR DAVID AND TAMARA PHELPS LLC

TAKE NOTICE

07-206-0034 thru 0051

WHEREAS, the undersigned are developers of the following described real property located in Davis County, State of Utah, as follows:

All of Spring Hollow Estates Phase 1 and 2, according to the official plats thereof.

WHEREAS, the undersigned developers desire to acknowledge, notice and ratify the effective date of this Declaration of Protective Covenants for Spring Hollow Estates;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned owners acknowledge notice of this Declaration of Protective Covenants for Spring Hollow Estates and ratify the effective date of this Declaration of Protective Covenants as the date on which the Spring Hollow Estates official plat was recorded, and declare the above-described real property subject to the residential area restrictions and covenants as follows:

Exhibit  
A

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories or 35 Ft. in height and a private two-car garage is mandatory. No carports allowed. Detached garages or storage buildings in excess of 144 sq. ft. shall only be allowed on lots of 20,000 sq. ft. or more and must be approved by the Architectural Control Committee. Storage sheds not to exceed 144-sq. ft., should be constructed on a concrete slab and of building materials equal to the home. (No used sheds will be allowed.) Exceptions will be considered by the architectural control committee. Wood siding may be used on storage sheds.

2. ARCHITECTURAL CONTROL. No building shall be erected placed or altered on any lot until the construction plans and specifications and a plan showing the location of structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or external design with existing structures, and as to location with respect to topography and finish grade elevation. Chain link fences are not permitted. Vinyl fence is recommended for its durability and low maintenance costs and appearance. The alternative to this is a "Premium Grade" cedar fence. Height and placement of fences are to comply with Fruit Heights City building code.

3. DWELLING QUALITY AND SIZE. It is the intention and purpose of this covenant to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better. Each dwelling shall be constructed of wood frame with brick or rock and or stucco or combinations thereof. Aluminum shall be allowed for fascia and soffits only. The ground floor, area of the main structure, exclusive of one story open porches and enclosed two car garages shall be not less than 1,800 sq. ft. for a one-story dwelling, nor less than 1,500 sq. ft. on the main level and 1000 sq. ft. second level for a dwelling of more than one story. Full Basements are required in all homes. Exceptions shall require the approval of the Architectural Control Committee.

4. LOT AREA. No lot shall be reduced in size from the size as shown on the recorded plat. Exceptions will be considered by the Architectural Control Committee in accordance with Fruit Heights City Subdivision ordinances.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

RETURNED  
MAR 26 1999

6. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Spring Hollow Estates and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property, so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Committee. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side yards or lots unless they are in running condition, properly licensed and are being regularly used.

E 1499556 B 2472 P 227

7. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No old or second-hand structures shall be moved onto any lot. It being the intention hereof that all dwellings and other buildings shall be constructed of new materials and good quality workmanship. (Children's tents for one week duration will be an exception. Parent supervision required.)

8. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. (Except for personal events not lasting longer than 3 days.)

9. LEASES. Any lease agreement between an owner and a lessee shall require that all terms comply with the protective covenants recorded with this subdivision. All leases shall be required to be in writing.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or burning allowed. Equipment for the storage of disposable material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and are restricted to the owner's premises or on a leash under handler's control, except as provided by law.

12. NO HAZARDOUS ACTIVITIES. No activities shall be conducted on any property and no improvements constructed on any property, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed fireplace.

13. REPAIR OF BUILDINGS. No improvement upon any property within Spring Hollow Subdivision shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

14. IMPROVEMENTS AND ALTERATIONS. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within Spring Hollow Estates nor removal of any improvement in the subdivision (other than repairs or rebuilding) without the prior approval of the Architectural Control Committee.

15. EXEMPTION OF GRANTOR. Nothing in the Spring Hollow Estates Restrictions shall limit the right of original Grantor, David and Tamara Phelps L.L.C. (Grantor), to complete excavation, grading and construction of improvements to any property within Spring Hollow Estates owned by Grantor, or to alter the foregoing or to construct such additional improvements as Grantor deems advisable in the course of

development of Spring Hollow Estates so long as any lot remains unsold, or to use any structure as a model home or real estate sales or leasing office. The rights of Grantor hereunder and elsewhere in those Restrictions may be assigned by Grantor.

16. ROOFTOP ANTENNAS. No ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other lot. Such antenna, if used, must be of the type that is installed within the natural building structure. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighbor's home, or home entertainment facilities or equipment. Television antenna's shall be placed in the attic. Satellite dishes shall be the small 18 inch dishes only, with the exception of large dishes that can be placed so as not to be visible from the street, and must be approved by the Architectural Control Committee. These dishes shall not exceed 8 feet in diameter.

17. CONSTRUCTION AND LANDSCAPING SCHEDULE. All homes being constructed in Spring Hollow Estates shall be completed and Certificate of Occupancy obtained within 12 months of the start of construction. Landscaping will be completed within 12 months of receipt of occupancy permit.

18. ARCHITECTURAL CONTROL COMMITTEE-MEMBERSHIP. The Architectural Control Committee is composed of Daniel J. Phelps, David N. Phelps, and Debra L. Phipps. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots, (1 vote per lot), shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. These Protective Covenants can only be changed by a majority vote of the Architectural Control Committee.

19. ARCHITECTURAL CONTROL COMMITTEE-PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

20. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years 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.

21. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

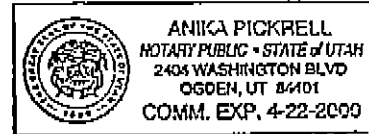
22. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

WITNESS, the hand of said Owner this 11 day of March 1998  
Daniel J. Phelps Daniel J. Phelps  
Daniel J. Phelps  
Manager of the David and Tamara Phelps L.L.C. (Developer)

E.1799446 B 3156 P 740

E 1499536 B 2472 P 229

STATE OF UTAH )  
 )  
COUNTY OF Davis )



On this day personally appeared before me Daniel J. Phelps to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 26th day of March, 1999.

Anika Pickrell  
Notary Public

Residing at: ~~Address~~ Ogden, UT  
Commission Expires: ~~1999~~ 04-22-00

EXHIBIT "B"

The subject property is located in Fruit Heights, Davis County, Utah, and described as:

ALL OF SPRING HOLLOW ESTATES PHASE 1 AND 2 (Lots 1 through 51 inclusive),  
Fruit Heights, according to the official plats thereof on file and of record with the Davis  
County Recorder, State of Utah.

07-201-000 thru 0010, 0014 thru 0020, 0024,  
0028 thru 0035 0037 thru 0040, 0051, 0052, 0045, 0046

07-206-0034 thru 0038, 0042 thru 0048  
0050 thru 0055