

3906275

SPRING HOLLOW II

Declaration of Subdivision Covenants, Conditions and Restrictions

Part A. Preamble

Know All Men By These Presents

That Whereas, the undersigned, being the owners of the following described real property located in Salt Lake County, State of Utah, to wit: All lots 1-5, inclusive, Spring Hollow II subdivision, according to the official plat thereof on file in the office of the Salt Lake County recorder, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots are made subject to the following conditions, restrictions and stipulations, which shall run with the land and be binding on all owner of the lots.

Part B. Residential Area Covenants

1. Land Use and Building Type. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage or carport, provided however, that limited, totally enclosed professional office use may be permitted in a single-family residence by a resident-owner where no employees are present and no pedestrian or vehicular traffic is generated by such office use. All construction shall be of new materials. All architectural design and building materials are to be in harmony with other homes in the subdivision, and homes in the immediate area. Said design and materials are to be approved by the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C. No fence shall exceed six feet in height.

3. Dwelling Size. The main floor area of the main structure exclusive of one story open porches and garages, shall be not less than 1500 square feet for a one story dwelling, nor less than 2800 square feet for a dwelling of more than one story.

4. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat.

(b) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, however, this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

(c) All front, back, and side yard clearances shall be maintained according to the current Salt Lake County Zoning Ordinances.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. With these easements, no structure, planting 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 of flow of water through drainage channels in the easements. The easement area 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.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance, nuisance or economic detriment to the single family residential use of the neighborhood. No

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clothes drying or storage of any articles which are unsightly in opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time either temporarily or permanently, except during the initial construction of a home.

8. Signs. No sign of any kind shall be displayed to public view on any lot except one sign of not more than five square feet advertising the property during the construction and sales period.

9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, fed, 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 purpose and are at all times totally restricted to the owner's premises.

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. All equipment for the disposal of such material shall be kept in a clean and sanitary condition. No lot may be used for the incineration or other disposal of waste of any kind. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials spare parts, dismantled objects or other objects are to be stored on any lot in view of the public, or adjacent lot owners.

11. Sight Distance at Intersection. No fence, wall, hedge, or shrubplanting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on lots 1 and 5 within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. No fence, in any event, shall exceed 6 feet in height.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. Slope and Drainage Control. No structure, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction or flow of water in drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Part C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The committee may designate in writing a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select 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. Five years after the date hereof the then record owners of a majority of the lots 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. The Architectural Control is composed of Earl Christensen, Gerald Kinghorn, David K. Richards, or designee.

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2. 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 plans and specifications which have been submitted to it, such submitted plans shall be deemed disapproved. The committee may waive the provisions hereof by a unanimous agreement of the members.

Part D. GENERAL PROVISIONS

1. Term. Those covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty 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 majority of the then owners of the lots has been recorded, amending these covenants in whole or in part.

2. 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, including compensatory or punitive damages, attorneys fees and costs.

3. Severability. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and affect.

Olympus Heights Associates

David K. Richards and
Co. Profit Sharing Trust

By Earl Christison

By [Signature]

By [Signature]

By [Signature]

[Signature]
Gerald H. Kinghorn

[Signature]
Maria P. Kinghorn

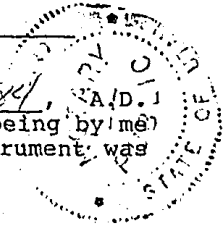
On the 16th day of February, 1984, A.D. I personally appeared before me signers above named who being by me duly sworn did say that the within and foregoing instrument was signed by them.

My Commission Expires

2-3-85

NOTARY PUBLIC

Residing at: [Signature]



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[Signature]
Stacyline Pope
Caddelline Pope

STEWART TITLE CO.
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DEP

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KATHIE L. DIXON
RECORDER
COUNTY, OHIO
NOV 5532 REC 881

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Olympus Heights Associates

By Earl Christman
By Am...

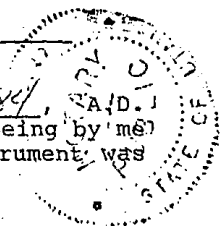
David K. Richards and
Co. Profit Sharing Trust

By [Signature]
[Signature]
Gerald H. Kinghorn
Maria P. Kinghorn
Maria P. Kinghorn

On the 16th day of February, 1984, I personally appeared before me signers above named who being by me duly sworn did say that the within and foregoing instrument was signed by them.

My Commission Expires
2-3-85

[Signature]
NOTARY PUBLIC
Residing at: Cincinnati, OH



900
FEB 16 3 57 PM '84
KATHY L. DIXON
RECORDER
COUNTY, OHIO
NO. 5532 EXT. 981
Seward Title Co.
[Signature]
Candeline Pope