

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTION
OF
HOLLADAY PARK EAST**

THIS DECLARATION is made this 1st day of October, 1992 by Bach Development, Incorporated, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in Holladay, Salt Lake County, State of Utah, more particularly described as follows:

**All of Lots 1-6, Holladay Park East and Lot 19
Holladay Highlands according to the official plat
thereof filed with the Salt Lake County Recorder
in Salt Lake County, Utah.**

WHEREAS, Declarant intends that the Lots, and each of them, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold, conveyed, subject to the following easements, restrictions, covenants, and conditions, which shall run with the Lots, and be binding on all parties having any right and/or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

**ARTICLE I
ARCHITECTURAL CONTROL**

Section 1. The Architectural Control Committee shall be composed of the Board of Directors of Bach Development, Incorporated. A majority of the committee may designate a representative of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans in letter form. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence.

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Section 3. No building, fence, wall or other structure shall be commenced erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color combination, and location of the same shall have been submitted to and approved in writing as to the harmony of the exterior design and location in relations to the surrounding structures and topography by the Architectural Control Committee.

ARTICLE II RESIDENTIAL AREA COVENANTS

SECTION 1. Quality

1. No Lot shall be used except for construction of residential properties.
2. Each dwelling must have an attached garage for a minimum of 2 cars and may have a detached garage with a maximum of 3 vehicles; provided that neither encroach upon any easement. Each dwelling may choose to have a 3-car garage instead of the minimum 2-car garage and by so doing may reduce the square footage requirement of their dwelling by 100 square feet.
3. No building shall exceed two stories in height.
4. Each dwelling must have a masonry exterior with all brick, or brick and stucco, or rock and stucco, or all stucco, or as otherwise approved by the Architectural Control Committee.
5. All Construction is to be comprised of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee.
6. There shall be no more than two dwellings of the same style in a sequence throughout the subdivision.

SECTION 2. Dwelling Size. (The requirements below are exclusive of open porches and garages.)

Rambler:	<u>1600</u> Sq. Ft. Main Level
Multi-level:	<u>1500</u> Sq. Ft. Minimum finished square feet constituting the combination of the main and upper level, but not including family room, half bath and laundry room behind garage.
Two-Story:	<u>2000</u> Sq. Ft. Minimum on the 1st and 2nd levels.

SECTION 3. City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Holladay, Salt Lake County and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Easements. Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within 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 the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 5. 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 or nuisance to the neighborhood.

SECTION 6. Temporary Structures. No structures of a temporary character, ie; trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 7. Garbage and Refuse Disposal. No Lot shall be maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

SECTION 8. Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear must be landscaped within 2 years of occupancy of dwelling.

SECTION 9. Neighborhood Association. All Lot Owners agree to join Holladay Park East Neighborhood Association in order to maintain private road and all other common areas.

ARTICLE III GENERAL PROVISION

SECTION 1. Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

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SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least four (4) out of the six (6) lot owners in the, which vote shall be taken at a duly called meeting. Any amendment approval shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 1st day October, 1992.

DECLARANT:

Bach Development Co.

By: Dale L. Rindlisbacher
Dale L. Rindlisbacher
President

Lot 1 Owner _____

Lot 2 Owner Holly W. Smith _____

Lot 3 Owner Dale Rindlisbacher _____

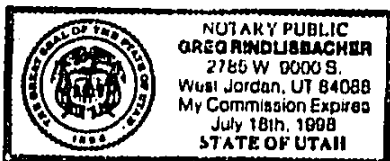
Lot 4 Owner Arion Davis Heather Davis

Lot 5 Owner [Signature] Christina J. Smith

Lot 6 Owner Dale Rindlisbacher _____

STATE OF UTAH) County of Salt Lake)

The foregoing instrument was acknowledged before me this 17th day of March, 1997 by the homeowners of the Holladay Park East Subdivision.



[Signature]
Notary Public

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03/18/97 2:38 PM 6596468 22.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BACH DEVELOPMENT
2785 W 9000 S W JORDAN 84088
REC BY: J MORGAN ,DEPUTY - WI

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