

KOLBY PLACE RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, LINO L.L.C or assignee , (herein referred to as "Developer") is the owner and possessor of the land referred to in this document and which is situated in the State of Utah, County or Salt Lake, and is described as follows:

LOTS 1 through 55, inclusive, KOLBY PLACE, according to the official Plat thereof as recorded in the office of Salt Lake County Recorder.

AND WHEREAS said owner is desirous of protecting the above-described property by RESTRICTIVE COVENANTS.

NOW, THEREFORE, is the desire of said owner and their intent that said property shall be conveyed hereafter subject to these RESTRICTIVE COVENANTS set forth below in order to enhance a more uniform development of the Lots therein, and to maintain the value thereof.

1. LAND USE AND BUILDING TYPE: No lots can be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single dwelling. Exceptions are additional garages, which may be added to property, and storage or tool sheds. Such structures must be finished on the exterior. All structures must be of new materials.
2. ARCHITECTURAL CONTROL: No building or structure shall be erected or altered on any Lot in the above-described real property until the following has been approved in writing by the Architectural Committee.
 - A. Two sets of Preliminary and Final Construction Plans and Specifications with a copy signed by both buyer and seller to remaining the offices of the Developer. Including floor plans, exterior elevations, samples of proposed materials, roofing, siding, brick or stone, fascia, and trim.
 - B. Plot Plan showing the location of the proposed structure.
 - C. The exterior colors shall be approved by the Architectural Committee.
 - D. The Developer shall be substantially governed by the Building and Zoning Ordinances of Midvale City; except where stricter provisions are deemed to be appropriate to maintain the quality and environment of the structure built on the property above described or where specific provisions of these Covenants are applicable.
3. ARCHITECTURAL COMMITTEE: The Architectural Control Committee is composed of LINO L.L.C., or a Successor named by the

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Developer. All acts of the Committee shall require affirmative vote of the members of the committee. 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 the services performed pursuant to this covenant. At any time after the developer has sold all lots 1 through 55 of Midvale Meadows, the then recorded 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.

4. APPROVAL OR DISAPPROVAL: The committee's approval or disapproval as required in the covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to its, 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.
5. Front, Side, and Rear yards and/or set backs will be as required by the City Ordinances.
6. No Solar or Log homes will be permitted. Green houses bank of houses are permissible as long as they are not used as the primary source of heating the home. No solar panels of any kind or description are permitted.
7. Easements for installation 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 flow of drainage channels in the easements. The easements 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.
8. 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. 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.

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9. No structure shall be located on any Lot nearer to the front line or side line than the minimum building setback line.
10. No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Animals or fowls shall be kept, housed or permitted to be kept, housed or permitted to be kept or housed on any Lot or Lots in the property described as allowed by the applicable ordinances of Midvale City, Any such animals or pets shall be kept under control at all times and maintained and controlled so as not to cause or threaten damage to the property or the peace and quiet of other residents.
11. 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. No storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless it is in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on the streets, or front and side lots unless they are in running condition, properly licensed, and are being regularly used.
12. No structure of a temporary character, ie: trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
13. All recreational vehicle and other equipment parking must be approved by The Architectural Committee. Screened from street view by visual 5' high minimum. RV parking shall not be allowed within the minimum front setbacks.
14. No home businesses except as allowed by Midvale City ordinances may be conducted out of any residence in the subdivisions.
15. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet advertising the property for sale (except the temporary construction signs).
16. APPEARANCE, SANITATION AND FIRE HAZARD CONTROL: No lots shall have accumulated thereon any rubbish, trash or unsightly debris. All Lots shall be maintained free of weeds and other undesirable growth whether or not there is a structure on the Lot. Upon failure or neglect of any owner to remove such materials from his property within ten days (10) after written notice to remove has been mailed to him by The Architectural Committee, which may cause the same to be removed and the

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individual Lot owner will be responsible for the responsible expenses of such removal. Failure to pay will result in lien on property.

17. Each residence shall strictly comply with all State Laws and City Ordinances pertaining to fire hazard control.
18. No chain link fences.
19. TERMS: The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the period of Twenty Years (20) from the date these Covenants are recorded, and will be automatically renewed for successive Ten Year (10) periods unless changed by a vote of the majority of Land Owners.
20. ENFORCEMENT: Enforcement of the provisions contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain volition or recover damages.
21. All trees and shrubbery on subject lots must be properly maintained or removed at the homeowner's expense. Proper maintenance of these trees and shrubs include spraying fruit trees for pests.
22. In addition to remedies at law or in equity, The Architectural Committee may abate any nuisance or correct any violations hereunder and the individual Lot owner shall pay the reasonable expenses incurred therein, and no liability shall attach to The Architectural Committee acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances.
23. INVALIDATION: Invalidation of any one of these Covenants or any portion thereof by judgement or court shall in no way affect any of the other provisions the same shall remain in full force and effect.

Dated this 10 day of March, 1998.

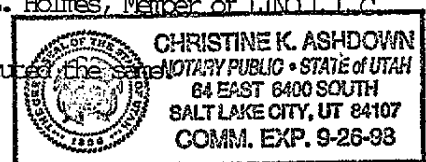
LINO L.L.C.

BY: John E. Holmes
JOHN E. HOLMES, Member

State of Utah, County of Salt Lake

On the 10th day of March, 1998 personally appeared before me John E. Holmes, Member of LINO L.L.C. a Utah Limited Liability Company, who duly acknowledged to me that he executed the same.

[Signature]



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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
REC BY: N ZELAYA DEPUTY - WI

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