

**Covenants, Conditions & Restrictions
for
North Creek Hollow, Plat A**

The undersigned, owner in fee of the real property legally described in Exhibit A (attached hereto) ("The Property"), does hereby make the following declarations as to limitations, restrictions and uses to which the Property may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all person claiming under them, and for the benefit of and limitations upon all future owners of said Property and any portion of it, the declaration of restrictions being designated for the purpose of keeping the Property desirable, uniform, and suitable in architectural and landscape design and use as herein specified. These restrictions shall encumber any lots created out of or from the Property.

I. AREA OF APPLICATION. These covenants shall apply to all the Property, whether or not it is divided into lots.

II. LOT MAINTENANCE, LANDSCAPING, AND USAGE:

A. Lot owners are required to maintain their lots in a clean, attractive and well-kept fashion as follows:

(1) Each Resident shall trim, water, care and control the growth of all plants and shrubs; eliminate weed growth and regularly cut and trim lawn whenever such trimming or cutting is necessary to preserve the neat appearance of the space and to avoid fire or other health and safety hazards. It will be the Resident's duty to immediately remove any hazard created by plants, weeds, or excessive grass growth. Any additional landscaping or changes in the existing landscaping must be approved by the Homeowners' Association in writing.

(2) Oil dripping and damages to driveway to sidewalk pavement must be repaired and cleaned by Resident immediately. If wood chips, bark, rocks, or pebbles are used as part of the landscaping, Resident shall not permit such ground cover to spread or otherwise disburse into the street, sidewalk, or driveway and must remove and clean up such ground cover from the street, sidewalk, or driveway immediately.

(3) If a lot owner, the owner's agent or contractor damages any utility line or pipe; the lot owner must repair such damage immediately at the lot owner's expense.

(4) No fences other than those originally installed by the builder (six foot yard dividers) may be erected.

(5) No commercial enterprises are allowed to be conducted on the property. No peddling is allowed.

(6) No fuel, oil, or other materials of explosive nature will be stored in any home or under any circumstances.

(7) No overstuffed furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, etc. are allowed outside the home. Outside laundry or clotheslines are not permitted.

(8) Homes may not be boarded up at any time.

III. PETS:

A. There shall be a maximum of two (2) pets per lot. Pets shall be indoor type pets only.

B. When pets are kept on the Property as set forth herein, the lot owner must comply with the following items on a continuing basis:

(1) Each pet must be licensed and inoculated in accordance with local laws.

(2) Pets are to be kept within the lot owner's lot except when the pet is on a leash and is being walked.

(3) Any pet running loose in or on the property will be impounded at the owner's expense.

(4) Any excrement left by pet outside the home must be picked up immediately and disposed of by Resident.

(5) Pets will not be allowed to cause any disturbance that might annoy neighbors. If a pet causes any disturbance, annoyance, or harm, such as barking, growling, biting, or any other unusual noises or damage that will annoy or cause harm to neighbor, permission to keep the pet will be revoked.

(6) Guests of lot owner may not bring pets into or onto the Property.

(7) Cats must be spayed or neutered.

(8) Farm animals are not allowed. Full breed or mixed breed Pit Bulls, Rotwilers, Dobermans, or any other dogs of similar breeds are not allowed. Ducks, geese,

rabbits, poisonous snakes or other poisonous or dangerous animals or reptiles and other exotic pets are not allowed.

(9) No kennels are allowed.

IV. UTILITIES:

A. All wiring and plumbing inside or outside the home must comply with appropriate Federal, State, and local requirements.

B. Sewer, electrical and gas connections must meet local codes and State requirements.

C. The utility pedestal such as water shut-off valves and meter and utility hookups must be kept accessible at all times

D. All exterior lights must be fully operational with operating light bulbs, and all carriage lights must be kept lit whenever it is dark outside.

V. TRASH DISPOSAL:

The dumping of any refuse on empty spaces or across any fences or into any ditches is strictly prohibited. Refuse must be collected and retained at the rear of the lot owners home in a garbage can until trash collection day. The trash/garbage container must be concealed with lids on, except for the day that they are placed in front of the home for collection. No trash receptacles shall be used except those approved by the city

VI. AERIALS AND ANTENNAE:

Television antennas will be permitted only when they are attached firmly to the rear third of the home. Antennas may not be more than five (5) feet above the roof of the home. CB, Ham radios and other long radio antennas are not allowed. Satellite dishes must be 30" or less in diameter and shall be placed where they are not visible from any street.

VII. SOLICITING AND PEDDLING:

Soliciting, peddling, or selling within the Property is strictly prohibited.

VIII. DISTURBING NOISES:

Loud and disturbing noises are not permitted at any time. Sound equipment and musical instruments must be turned and/or played at a level that will not annoy other lot owners. Loud parties will not be permitted at any time.

IX. ILLEGAL ACTIVITIES:

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Lot owners and their tenants must abide by all state, city, and country laws, ordinances and zoning regulations. Any conduct by a lot owner or their tenants while within the Property, which results in arrest by law enforcement officers or results in criminal charges, shall constitute a violation of these Rules.

X. VEHICLE CONTROL:

A. Speed Limit: for the safety and well being of the lot owners and their tenants, the speed limit shall be 15 miles per hour unless otherwise posted.

B. Parking: No general or overnight parking will be allowed on streets of the Property. Lot owners and their tenants may park up to two (2) conventional passenger vehicles at in a driveway to their homes, and up to two cars in the garage. A conventional passenger vehicle includes station wagon, family sedan, sports car, compact mini van, sport utility vehicle, pickup truck, or other similar vehicle.

C. Legal Requirements: All motorized vehicles must meet State legal requirements in order to be operated in and on the Property; including licensing and insurance requirements.

D. Repairs: Repair or painting of any vehicle on Resident's lot or anywhere in or on the property is strictly prohibited. No oil, grease or other fluids may be discharged anywhere in or on the Property.

E. Insurance: All motorized vehicles operated in or on the Property must have public liability and property damage insurance.

F. Motorcycles, etc: The operation of motorcycles, motor scooters, mini-bikes, and mopeds in or on the Property is prohibited except those with valid drivers license may ride from their lot out of the Property or vice versa. Anyone without a valid driver's license shall never operate such vehicles in or on the Property.

G. Recreational Vehicles: Recreational vehicles including campers, trailers, motor homes, and boats may not be parked anywhere within the property, including on any lot, unless said vehicle is in a garage.

XI. RESPONSIBILITY FOR OCCUPANTS AND GUEST:

Lot Owners are responsible for the conduct of all occupants of their homes, including tenants, for their compliance with these CC&R's. Lot owners shall incorporate into any written lease agreements with any tenants the provisions of these CC&Rs.

XII. FIREARMS AND WEAPONS:

Absolutely no discharging of any firearms, archery equipment, crossbows, Bb or Pellet guns, sling shots, or any other items which may cause harm to Resident. This includes target practicing of any kind.

XIII. PAINTING:

Spray painting is strictly prohibited.

XIV. INTOXICATING BEVERAGES:

Drunkenness and loud conduct will not be tolerated. No alcoholic beverages are to be consumed in any common area outside of any particular lot, such as streets, etc.

XV. DRUGS/NARCOTIC USE:

Use of any unlawful drugs or narcotics is prohibited.

XVI. GENERAL PROVISIONS:

A. Lot owners are responsible for shoveling their own sidewalks and driveways after each snowstorm.

B. Tricycles, bicycles, skateboards and other toys or items may not be left on sidewalks or in streets.

C. All garden tools and equipment, boxes, etc. must be stored out of sight to insure that yards will be attractive and uncluttered.

D. Each home must have the address placed on the front of the home facing the street at the primary entry to the home.

E. 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 lot for sale or house for rent, or construction sign or political sign not more than 2 x 2 feet, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold.

F. The said covenants, conditions, restriction and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successor, executor, administrators and assignees, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assignees as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by four-fifths (4/5) of the lot owners of the Property.

XVII. ENFORCEMENT:

In the event of violation of any of these covenants, any lot owner with the North Creek Hollow, plat A subdivision, the Homeowners' Association (described below), or any land owner from the adjacent Oakbrook property is authorized and empowered to take such action as may be necessary to enforce and enjoin the violators of these covenants. In any such action, the prevailing party shall be entitled to recover its costs including attorney's fees of such enforcement action. If such debt remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the lot where the violation has been perpetuated.

XVIII. HOMEOWNERS' ASSOCIATION:

A. A Homeowners' Association shall consist of one representative from each lot (chosen by the owners of that lot by whatever method they choose), the majority of which shall be necessary to carry out the enforcement of these CC&R's and any required approvals as set forth herein. An individual owning more than one lot may represent more than one lot, and thus have more than one vote.

B. The Homeowners' Association representatives shall serve without pay, and are to view of their time as public service to the community. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the Homeowners' Association or any of its members while carrying out the function of the Association will be exempt from any civil claims brought against them by any person or lot bound by these CC&R's. Therefore, such Association representatives will be held harmless from any such action by the Association.

C. A majority of representatives in agreement shall be able to make the determinations set forth in these covenants (unless otherwise specified), and the President (or other duly elected leader) shall, after a majority vote has been taken upon proper notice, be authorized to sign on behalf of the Association.

D. The Association may choose to form as an LCC or other entity providing some type of corporate or similar "shield".

E. The Association shall assess reasonable monthly and/or annual dues against each lot, and is responsible for the collection of the dues. If any lot fails to pay its dues within 30

days after a written request has been delivered to the property, the Association shall be entitled to file a lien on the property, and to take all steps necessary to collect the dues, including foreclosure on the property.

F. In the event of violation of any of these covenants, the Homeowners' Association is authorized and empowered to take such action as may be necessary to enforce and enjoin the violators of these covenants, to collect damages, and that the costs including attorney's fees of such enforcement shall be borne by offending property owner. If such costs of enforcement or collection remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the lot where the violation has been perpetuated.

G. The Homeowners' Association can specially assess property owners for any necessary improvements or repairs to the subdivision, or Association costs (e.g. cost of forming an LCC, etc.), above and beyond the monthly or annual dues described above. Said assessments shall be divided equally between lots. All assessments shall be made to an owner of each lot in writing, and if unpaid within 30 days, said assessments shall become a lien on the property in favor of the Association, and may be recorded by the Association against the non-paying property.

XIX. GENERAL PROVISIONS.

The said covenants, conditions, restriction and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successor, executor, administrators and assignees, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assignees as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by four-fifths (4/5) of the lot owners of the Property.

XX. SEVERABILITY.

Invalidation of any of these covenants by judgement, law, statute, or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

XXI. RECIPROCAL ENFORCEMENT

By their signature below, the owners of the Oakbrook property, located adjacent to the property at issue in these CC&Rs', hereby grant to the owners of all lots within the North Creek Hollow subdivision (all Plats), as well as the Homeowners' Association formed pursuant to these CC&R's, the right to enforce any and all of Oakbrook's covenants, conditions and restrictions.

IN WITNESS WHEREOF, The undersigned, DAN E. THOMAS has executed the instrument the 22 day of June, 19989

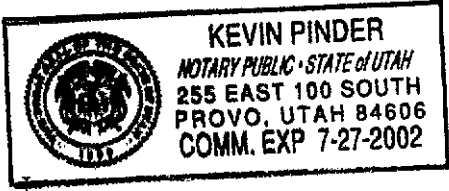
James Thomas

IN WITNESS WHEREOF, The undersigned, _____ has executed the instrument the _____ day of _____, 1999.

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On the 22nd day of June, 1999, personally appeared before James E. Thomas, the signer of the foregoing instrument, who duly acknowledged to me that he she executed the same.

Kevin Pinder



Approval

_____, on behalf of the Oakbrook Community, Connie S. Ricks, Nathan D. Ricks, and Brent R. Phillips, hereby approve the above CC&R's as in compliance with paragraph 14 of Addendum 1 of the real estate contract between the above-named individuals and Salisbury Development, LLC regarding the property legally described in Exhibit A. I represent that I have authority to so sign on behalf of these individuals and entities.

Name: _____
Date: _____

Exhibit "A"

ENT 73249 BK 5130 PG 901

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40, Plat "A", North Creek Hollow Subdivision, Springville, Utah County, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.