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WHEN RECORDED MAIL TO:
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Salt Lake City, UT 84111-1004

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02/09/96 4:26 PM
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AMERICA WEST TITLE
REC BY: B GRAY , DEPUTY - WI

DECLARATION OF PROTECTIVE COVENANTS
for
DEER HOLLOW I AND II SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

All of Lots 101 through 128 inclusive of DEER HOLLOW I SUBDIVISION and all of lots 201 through 251 inclusive of DEER HOLLOW II SUBDIVISION.

In consideration of the premises and as part of the general plan for improvement of the property comprising DEER HOLLOW SUBDIVISION, the undersigned does hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

PART A

RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height and a private garage for no less than two vehicles.

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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 the structure upon the lot have been approved by Deer Hollow Architectural Control Committee ("Committee") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation and compliance with these restrictions and covenants. Two sets of plans must be submitted for this purpose, one set will remain in the office of the Deer Hollow Architectural Control Committee. The other set will be returned to the lot owner with the approval or disapproval thereof. All homes will be required to have at least 50% brick or stone, stone veneer, or stucco. No building erected shall be allowed to have vinyl, steel, or aluminum siding. The approval or disapproval of any home must be given by letter from the Architectural Committee. 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 B.

3. Dwelling Quality and Size

No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of open porches and garages is less than 1,800 square feet for a single story, split level or split entry structures; or less than 2,200 square feet for two story structures.

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 as allowed by Draper City.

(b) No building shall be located nearer to an interior lot line or nearer to the rear lot line as allowed by Draper City.

(c) All dwellings are to face the public street or private drive or lane.

(d) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot, or to violate any building code in effect at the time of construction.

5. Construction Time Following Purchase

The grantee or grantees of any building lot within the subdivision shall commence construction of a residential home within two years of purchase of the building lot.

The grantee or grantees of any building lot within the subdivision shall, after having commenced construction, continue therewith and have the structure upon the property ready for occupancy as a residence within 12 months from the date construction is commenced.

The grantee or grantees of any residential building built on a building lot within the subdivision shall complete landscaping of the front 30 feet of the building lot within one year of issuance by the city of Draper of an occupancy permit for the residential dwelling. Landscaping herein shall be defined to require an automatic water sprinkling system, lawn, and a minimum of two trees of 1½ inch caliper each.

6. Easement

For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 or brooks in the area, or which may obstruct or retard the flow of water through drainage channels in the easements or any of the brooks. The easement area of each of the lots and all improvements in it shall be landscaped and maintained continuously by the owner of the lot.

7. Yard Lighting

The owner of each lot throughout the subdivision is required to install at the time of construction an electric yard light upon their respective lots, situated within 20 feet of the front curb of the boundary of their property. The owner is required to wire the light through their residential electrical meter, and maintain said light at all times in a proper operative condition.

8. Fencing

The owner of each lot along Highland Drive shall be required to erect a wrought iron fence and provide such landscaping along Highland Drive as required by the Architectural Control Committee in order to provide continuity throughout the subdivision. The owner of each lot backing up to the city park, trail and Cherry Creek shall be required to erect a six-foot high chain link fence or other type of fence of comparable or better quality as required by the Architectural Control Committee in order to provide continuity throughout the subdivision.

9. 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. No clothesline or storage of any articles which are unsightly in the opinion

of the Architectural Control Committee will be permitted, unless in enclosed areas built and designed for such purpose. Automobiles, trailers, boats, or other vehicles are not to be stored on streets or front lots. They may be stored in side and rear lots if they are in running condition, properly licensed and are being regularly used.

10. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

11. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such 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 material or objects are to be stored on any lot in view of the general public.

12. Animals and Pets

Dogs, cats, or other household pets may be kept as permissible within current zoning regulations provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises and under handler's control.

Horses may be kept as permissible within current zoning regulations. No other large animals shall be kept within the subdivision. This subdivision should be considered animal friendly.

13. Landscaping

Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owners' expense upon request of the Architectural Control Committee. All lots are to be landscaped and maintained to the edge of the roadway or private lane. All brooks shall be maintained and completely lined with cobblestones of appropriate size.

14. Subdivision of Lots

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

PART B

THE DEER HOLLOW ESTATES ARCHITECTURAL CONTROL COMMITTEE

1. Membership

The initial Architectural Control Committee is comprised of three (3) members designated by the undersigned. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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 after plans and specifications have been submitted to it, or in

the event there is no suit to enjoin the construction which 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.

PART C
GENERAL PROVISIONS

1. Terms

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years, unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part. These covenants may be amended by a 75% vote of the lot owners.

2. Enforcement

Enforcement of the foregoing shall be by proceedings at law or in equity against every person, persons, or entity violating or attempting to violate any covenant herein, either to restrain violation or to recover damages. Specifically, a competent court with jurisdiction may restrain violation of these covenants, as well as award damages incurred thereby, including a reasonable attorneys fee to the person or committee enforcing the same and said costs and attorneys fees shall be a lien upon the property of said person.

3. Severability

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

DATED this 2 day of Feb., 1996.

DEER HOLLOW ESTATES, L.C.

By *Marc N. Mascare*
Its: Manager

MLR ENTERPRISES, L.C.

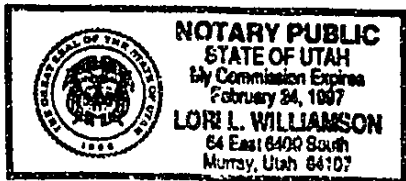
By *Mark L. Rindlischbach*
Its: Manager

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF Salt Lake) : ss

On this 2nd day of February, 1996, before me, a notary public, personally appeared Marc N. Mascare and Mark L. Rindlischbach, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

[SEAL]



Lore L. Williamson
NOTARY PUBLIC
Residing in Salt Lake County,
Utah

My Commission Expires 2.24.97