

and may be assigned in whole or in part by Grantee.

The Grantee hereby agrees to pay damages which may arise to crops, fences, ditches, or water lines caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee also agrees to replace ditches, fences, and remove rocks and debris caused by the construction, and restore Grantors' property as nearly as possible to its original condition.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 10th day of August, 1964.

Witness

John H. Dearden
John H. Dearden

Ellen L. Dearden
Ellen L. Dearden

STATE OF UTAH ()
(ss.
County of ()

On the 10th day of August, 1964, personally appeared before me JOHN H. DEARDEN AND ELLEN L. DEARDEN, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

N. L. Witte
Notary Public

My Commission Expires:

N. L. WITTE
Notary Public residing at Salt Lake City
Utah, My commission expires: Feb. 12, 1968

Recorded at the request of Mt. Fuel Supply Co., March 1, A.D. 1965 at 4:11 P.M.

Wanda Y. Spriggs, Summit County Recorder:

Entry No. 100553

DECLARATION OF RESERVATIONS
AND PROTECTIVE COVENANTS

Silver Creek Estates Unit "I" Summit County,
State of Utah

THIS DECLARATION made this 25th day of February, 1965 by SILVER CREEK RANCH CORPORATION, a Utah corporation, and other declarants holding an interest in the property covered by this declaration.

WHEREAS, declarant is the owner of that certain property in Summit County, State of Utah, known as Silver Creek Estates Unit "I" as per plat thereof recorded in the County Recorder's Office of Summit County, Utah, and

WHEREAS, declarant intends to sell, dispose of, or convey from time to time all or a portion thereof, the lots in said unit above described, and desires to subject the same to certain protective reservations, covenants, conditions, restrictions, (hereinafter referred to as "conditions") between it and the acquirers and/or users of the lots in said unit;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said unit, that

This declaration is designated for the mutual benefit of the lots in said unit and declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said unit shall be held, leased, or sold and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said unit and of each owner thereof, and shall run with the land and shall inure to and pass with each such lot and parcel of land in said unit, and shall apply to and bind the respective successors in interest thereof, and further, all and each thereof is imposed upon said unit as a mutual equitable servitude in favor of each and every parcel of land therein as the dominant tenements. Said conditions are as follows:

1. That Block 1, Lots 1-14, inclusive; and Parcel A shall be designated as light industrial lots and shall be improved, used and occupied under conditions set forth under M-1 Land Use Regulations.
2. That Block 2, Lots 2-29, inclusive; Block 5, Lots 1-9, inclusive; and Block 6, Lots 1-4, inclusive; shall be designated as multiple dwelling lots and shall be improved, used and occupied under conditions set forth under R-4 Land Use Regulations.
3. That Block 2, Lot 1 and Lots 30-45, inclusive; Block 4, Lots 1-16, inclusive; Block 7, Lots 1-14, inclusive; Block 8, Lots 1-8, inclusive; and Block 9, shall be designated as commercial area lots and shall be improved, used and occupied under conditions set forth under C-1 Land Use Regulations.

4. That Block 3, Lots 1-7, inclusive; shall be designated as multiple dwelling area lots and/or professional area lots and shall be improved, used and occupied under conditions set forth under R-4 Land Use Regulations or P-I Land Use Regulations, depending upon whether the intended improvement is for multiple family dwellings or for professional offices.

A. Committee of Architecture

1. No building, fence, patio or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until or unless the plans showing floor areas, external design and the ground location of the intended structure along with a plot plan and a checking fee in the amount of \$15.00 have been first delivered to and approved in writing by any two members of a committee of architecture hereinafter sometimes called committee, which shall initially be composed of Allan J. Lewis, E. P. Hackert and R. P. Shapiro, provided that any vacancy on such committee caused by death, resignation or disability, shall be filled on the nomination of Silver Creek Ranch Corporation or its successors in interest. It shall be the purpose of this committee to provide for the maintenance and the high standard of architecture and construction in such manner as to enhance the properties of the developed subdivision. Notwithstanding other requirements imposed by these conditions, this committee may require changes, deletions, or revisions, in order that the architectural and general plans of all buildings, other structures and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare of the community in which such use or uses shall be located. All structures shall utilize the requirements of the uniform building code as published by the International Conference of Building Officials, current editions, and State and local building codes as guides to sound construction and practices.

2. Notwithstanding any other provisions of this Declaration of Reservations, it shall remain in the prerogative and in the jurisdiction of the committee to review applications and give approvals for exceptions to these conditions. Variations from these requirements and, in general, other forms of deviations from these conditions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way, detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the committee.

3. The designated maximum building height and minimum yard requirements may be waived by the committee, when in their opinion such structures relate to sound architectural planning and conform to the over-all design and pattern of the development.

B. Land Use-General

1. Any lot constituting part of Silver Creek Estates Unit "I" may be built upon and improved as a single family residential lot, however in such event, the Protective Covenants recorded in the County Recorder's Office of Summit County, Utah, in connection with Silver Creek Estates Units D, E, F, G, and H shall apply and govern any such construction and use.

2. The exterior portions of all buildings shall have a finished appearance upon completion.

3. 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 would change or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels and easements, or which may obstruct or retard the flow of water through 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. There is reserved to electric power, gas, water and other public utilities, the right to construct, maintain and operate along, upon and across all present and future streets, alleys and roadways in said unit.

4. The keeping of livestock, poultry or pets upon the property for commercial gain is prohibited and the keeping of hogs upon the property for any purpose is prohibited, however such restriction shall not be construed to mean that a pet shop or animal hospital may not be maintained upon a lot designated as "Commercial or Light Industry", provided that all such pets are kept and maintained within an enclosed structure and such as would not constitute a public nuisance.

5. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which would constitute a public nuisance.

6. All structures shall have complete and approved plumbing installations before occupancy. No privies shall be erected, maintained or used upon any lot or parcel in said Unit, but a temporary privy may be permitted in the course of the construction of a building. Any lavatory, toilet or water closet that shall be erected, maintained or used thereon shall be enclosed and located within a building herein permitted to be erected upon said premises and shall be properly connected with an underground septic tank or other sewage disposal system in accordance with the standards required by the State Board of Health of the State of Utah, and so constructed and operated that no offensive odors shall arise or otherwise escape therefrom and that none of the affluent from septic tanks shall be permitted to be discharged beyond the limits of the lot in which it is installed unless discharged into an approved sewage system.

7. No temporary building including basements, cellars, tents, shacks, barns or other temporary outhouses or structures shall, at any time, be used for human habitation or used for professional industrial or commercial purposes.

8. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source, other than that naturally originally intended to flow from his property onto any adjoining property or public right of way.

R-4 LAND USE REGULATIONS

A. R-4 Multiple Dwelling or Apartment House Area

The following regulations shall apply in the R-4 Multiple Family Area unless otherwise provided in these reservations.

1. Use Permitted.

A. Multiple family dwellings or apartment houses, but not including hotels, motels or boarding houses.

B. The accessory buildings necessary to such use located on the same lot or parcel of land.

C. One professionally made sign of not to exceed One (1) square foot in area containing only the name and title or occupation of the occupant.

D. One professionally made unlighted sign of not to exceed six (6) square feet in area advertising the premises for sale, lease or rent, located not nearer than ten feet to adjoining premises nor nearer than five feet to a street line.

2. Maximum Building Height.

Two levels not to exceed thirty (30) feet.

3. Minimum Yard Requirements.

The following shall apply:

a. Front setbacks shall conform to a minimum depth of twenty (20) feet from the roadway easement line as noted on the recorded plat to the furthest structural projection, including porches, but not including eaves, overhangs or planters.

b. A side yard setback shall be maintained of at least ten (10) feet in depth from all side property lines to the building line of any structure.

c. A rear yard shall be maintained to at least ten (10) feet from the property line to the nearest building line, excepting fences and hedges when used as a property or boundary line separation.

4. Maximum Area of Building.

Notwithstanding uses permitted herein, no more than 60% of the total lot area shall be used for the building and other structures.

5. Automobile Parking Requirements.

One and one-half off street parking spaces shall be provided for each dwelling unit. A full parking space will be provided in each instance where a fractional space would be otherwise required. Under no circumstances will any parking be permitted within the set back areas adjacent to streets.

6. Minimum Dwelling Unit Size.

Each and every dwelling unit on the premises shall consist of at least 500 square feet of living area.

7. Subdivision of Lots.

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or other purposes, provided the variations may be granted by the Committee of Architecture.

C-I LAND USE REGULATIONS

A. C-I Commercial Area

The following regulations shall apply in the C-I Commercial Area lots unless otherwise provided in these reservations.

1. Uses Permitted.

a. Any use permitted in the R-4 and P-1 areas.

b. Stores, shops and premises for the conduct of the following types of general retail or wholesale business:

Antiques	Employment agencies
Automobiles, new and used	Farm machinery and implement
Automobile parts	Fine arts galleries
Bakeries, retail	Florists
Banks	Food markets
Barber shops	Furniture
Beauty shops	Gift shops
Bookstores	Hardware
Cafes or restaurants	Hospitals
Childrens day care centers and nurseries	Jewelry
Clothing shops	Meat markets
Clubs	Mortuaries
Confectionery stores	Offices
Dancing schools, charm schools and music schools	Photographic studios
Department stores	Private clubs
Dressmaking or millinery	Self-service laundries
Drugstores	Shoe sales
	Shops for retail business
	Sporting Goods

Dry cleaning and processing
 Dry goods
 Electric appliances

Stationery
 Tailor
 Theaters

c. Such other types of retail and wholesale businesses including service stations and motels but not including trailer parks, shall be permitted where in the sole opinion of the architectural committee such businesses are compatible with the uses permitted in the list above and with other businesses conducted or planned for the immediate adjacent areas.

d. The operations from such stores, shops or businesses shall be conducted entirely within an enclosed building, unless specific approval otherwise is given by the architectural control committee.

e. Any exterior sign displayed shall pertain only to a use conducted within the building or on the lot. The design of such sign shall be approved by the committee of architecture prior to its construction.

f. The accessory buildings and structures necessary to such uses located on the same lot or parcel of land.

2. Front Setback.

Front setbacks shall conform to a minimum depth of 65 feet from the roadway easement line as noted on the recorded plat. Off street parking may be utilized within such setback area. In the case of Block 8, Lots 1 and 2, the setback shall be a minimum of 40 feet.

3. Maximum Building Height.

Two levels or thirty (30) feet.

4. Storage of Materials.

The storage of supplies or equipment, boxes, refuse, trash, materials, machinery or machinery parts or otherwise that shall detract from the esthetic values of the property shall be so placed and stored either on the side or to the rear of the major structure so as to be concealed from view from the public right of way and streets.

5. Automobile Parking Requirement.

There shall be at least two off street parking spaces provided for each 250 square feet of floor space constructed.

6. Loading Space.

There shall be provided adequate loading space on private property for standing and loading and unloading for any commercial use involving the receipt or distribution by vehicles of materials or merchandise. Such loading space shall not be located in the front of any building and shall be so located on the sides or to the rear of such structure so as to avoid undue interference with the use of public streets and alleys and shall be graded and surfaced to provide proper drainage and prevent dust arising therefrom.

P-1 LAND USE REGULATIONS

A. P-1 Professional Area

The following regulations shall apply in the P-1 Professional area unless otherwise provided in these reservations.

1. Uses Permitted.

a. Any use permitted in the R-4 area.

b. Professional's buildings such as doctors, dentists, lawyers, accountants, bookkeepers, beauticians and other similar types of professions.

c. Medical clinics.

d. The exterior sign displayed shall pertain only to the use conducted within the structure or building. The design and size of such sign shall be approved by the Committee of Architecture prior to the construction or placement on the lot or structures located thereon.

2. Maximum Building Height.

Two levels not to exceed thirty (30) feet.

3. The following shall apply:

a. Front setbacks shall conform to a minimum depth of twenty (20) feet from the roadway easement line as noted on the recorded plat to the furthest structural projection, including porches, but not including eaves, overhangs or planters.

b. A side yard setback shall be maintained of at least ten (10) feet in depth from all side property lines to the building line of any structure.

c. A rear yard shall be maintained to at least ten (10) feet from the property line to the nearest building line, excepting fences and hedges when used as a property or boundary line separation.

4. Maximum Area of Building.

Notwithstanding uses permitted herein, no more than 60% of the total lot area shall be used for the building and other structures.

5. Automobile Parking Requirements.

There shall be at least two off street parking areas for each professional person and employee employed or working within the professional building erected on said lot. Under no circumstances will any parking be permitted within the setback areas adjacent to streets.

M-1 LAND USE REGULATIONS

A. M-1 Light Industrial Area

The following regulations shall apply in the M-1 Light Industrial Area unless otherwise provided in these reservations.

1. Uses Permitted.

a. Any use permitted in the R-4, C-1 and P-1 areas and trailer parks.

b. Light industrial, light manufacturing and assembly plants except the following which are hereby prohibited:

Ammonia, bleaching powder or chlorine manufacture
 Asphalt manufacture or refining
 Arsenals
 Blast furnaces
 Cement, lime or plaster or paris manufacture
 Coke ovens
 Crematory
 Creosote treatment or manufacture
 Disinfectant and insecticide manufacture
 Distillation of bones, coal or wood
 Fat rendering
 Fertilizer manufacture, except the cold compounding of non-odorous materials
 Fireworks, explosive manufacture and storage
 Gas manufacture or storage in excess of 10,000 cubic feet
 Gelatine, glue or size manufacture
 Grease or tallow manufacture or refining
 Hair factory
 Hydrochloric, nitric, sulphuric, or sulphurous acid manufacture
 Incineration or reduction of garbage, offal or refuse
 Petroleum refining
 Potash manufacture or refining
 Raw hides or skins, storage, curing or tanning
 Rock crushing
 Rubber manufacture from the crude material
 Slaughter houses
 Smelting of iron, copper, zinc or tin ores
 Stock yards
 Sugar refining
 Tannery
 Tar distillation or manufacture
 Tar roofing or tar waterproofing manufacture
 Wool pulling, scouring or shoddy manufacture
 Soap manufacture
 Stone mill or quarry
 Sauerkraut manufacture
 Pickle factory
 Paint, oil, etc. manufacture
 Oxygen manufacture
 Junk, rags, etc. storage
 Feed or cereal mill using power in excess of 50 h.p.
 Exterminators or insect poisons manufacture
 Breweries or distilleries
 Acid manufacture

The following shall not be permitted within 100 feet of a dwelling or apartment house:

Dyeing and cleaning establishments	Mattress factories
Food products manufacture	Planing mills
Fuel yards	Public garages
Laundries	Sheet metal works
Lumber mills	Stables
Lumber yards	Veterinary hospitals
Machine shops	Wholesale milk distributing stations

2. Maximum Building Height.

Two levels or thirty feet.

3. Storage of Materials.

The storage of supplies or equipment, boxes, refuse, trash, materials, machinery or machinery parts, or other items that shall in appearance detract from the esthetic value of the property shall be so placed or stored either on the side or to the rear of the major structure so as to be concealed from the view of the public right of way and streets.

4. Automobile Parking Requirements.

There shall be at least two off street parking spaces provided for each 250 square feet of floor space constructed.

5. Loading Space.

There shall be provided adequate loading space on private property for standing loading and unloading for any industrial or commercial use involving the receipt or distribution from vehicles of materials or merchandise.

GENERAL PROVISIONS

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until July 1, 1985 at which time said conditions and covenants shall be automatically extended for successive periods of ten years unless by vote of the owners of a majority of the lots in said unit, it is agreed to change said conditions in whole or in part.

In the event that any of the provisions of this Declaration in each area of Land Use Regulations conflict with any other of the sections therein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause or phrase of the conditions and covenants herein contained shall be or become illegal, null or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that those conditions and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null, or void.

If any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions or covenants herein, it shall be lawful for any other person or persons owning any other lots in said Unit I to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions or covenants and either to prevent him or them from so doing or to recover damages or other dues for each violation.

Provided, however, that a breach of any of the foregoing conditions or covenants shall not in any wise affect any valid mortgage or lien made in good faith and for value and not made for the purpose of defeating the purposes of such reservations and restrictions.

IN WITNESS WHEREOF, Silver Creek Ranch Corporation, and other declarants, have caused their corporate seals and names to be fixed by themselves or officers hereunto duly authorized, the date and year aforesaid.

(SEAL)

SILVER CREEK RANCH CORPORATION

By Allan J. Lewis
President.By R. P. Shapiro
SecretarySTATE OF UTAH ()
(ss.
COUNTY OF SALT LAKE ()

On the 25 day of February, 1965 personally appeared before me Allan J. Lewis and R. P. Shapiro, who being by me duly sworn, each for himself, did say that he, the said Allan J. Lewis is the President and she, the said R. P. Shapiro is the Secretary of Silver Creek Ranch Corporation, a Utah corporation, and the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said Allan J. Lewis and R. P. Shapiro each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(NOTARIAL SEAL)

Ben E. Rawlins
Notary PublicResiding at Salt Lake City, Utah

The undersigned, who are holders of a note secured by a mortgage covering the property constituting Silver Creek Estates Unit "I" hereby give their consent to the foregoing Declaration of Protective Covenants of Silver Creek Ranch Corporation and to the extent of their interest in said property agree to be bound by the provisions of said declaration.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 25 day of February, 1965.

Allan J. Lewis
Allan J. LewisVeida S. Lewis
Veida S. LewisSTATE OF UTAH ()
(ss.
COUNTY OF SALT LAKE ()

On the 25 day of February, 1965, personally appeared before me Allan J. Lewis and Veida S. Lewis, the signers of the within instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

Ben E. Rawlins
Notary PublicResiding at Salt Lake City, Utah

Zions First National Bank, as testamentary trustee of the last will and testament and estate of Henry Hoffman Bitner, deceased, and the contract seller of property constituting Silver Creek Estates Unit "I", hereby gives its consent to the Declaration above mentioned and to the extent of its interest in said property joins in said declaration and agrees to be bound by the provisions of said declaration.

IN WITNESS WHEREOF, Zions First National Bank of Salt Lake City, Utah, has caused its name and seal to be affixed by its officers thereunto duly authorized, this 25th day of Feb., 1965.

ZIONS FIRST NATIONAL BANK

By Claron O. Spencer
Its Vice PresidentBy Emerle L. Crosland
Its Ass't Trust OfficerSTATE OF UTAH ()
(ss.
COUNTY OF SALT LAKE ()

On the 2 day of March, 1965, personally appeared before me Claron O. Spencer and Emerle L. Crosland, who being by me duly sworn each for himself, did say that he, the said Claron O. Spencer is the Vice President of Zions First National Bank, a National Association, and he, the said Emerle L. Crosland is the Asst. Trust Officer of said Bank, and the within and foregoing instrument was signed in behalf of said corporation by authority of its By-Laws; and said Claron O. Spencer and Emerle L. Crosland each duly acknowledged to me that said corporation executed the same.

(NOTARIAL SEAL)

William A. Dawson
Notary PublicResiding at Salt Lake City, Utah

The undersigned, who are contract purchasers of part of the property covered by Silver Creek Estates Unit "I", to wit: Parcel A, hereby give their consent to the foregoing Declaration of Silver Creek Ranch Corporation, the subdivider, and to the extent of their interest in said property agree to be bound by the provisions of said declaration.

Donald J. Romeo
Donald J. RomeoBarbara L. Romeo
Barbara RomeoSTATE OF NEVADA ()
(ss.
COUNTY OF CLARK ()

On the 1st day of March, 1965, personally appeared before me Donald J. Romeo and Barbara Romeo, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

Jeane Brumett
Notary PublicResiding at: Las Vegas, Nevada

Recorded at the request of Stanley Title Co., March 3, A.D. 1965 at 2:35 P.M.

Wanda Y. Spriggs, Summit County Recorder:

Entry No. 100554

PROTECTIVE COVENANTS

Silver Creek Estates Unit (s) D, E, F, G and H Residential
Lots 201 through 514 Summit County, State of Utah

A. THIS DECLARATION, made this 25th day of February, 1965, by SILVER CREEK RANCH CORPORATION, a Utah corporation, having its principal place of business in the City of Salt Lake State of Utah, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is owner of Silver Creek Estates, Units (s) D, E, F, G and H, Summit County, State of Utah, as per plat thereof, recorded in the office of the County Recorder of said county, and

WHEREAS, the Declarant is about to dispose of or convey the lots in said Silver Creek Estates Units(s) and desires to subject the same to certain protective covenants, conditions and restrictions (hereinafter referred to as covenants,) between it and the acquirers and/or users of the lots in said subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said subdivision, that

THIS DECLARATION is designed for the mutual benefit of the lots in said unit and Declarant has fixed and does hereby fix the protective covenants upon and subject to which all lots, parcels and portions of said subdivision shall be held, leased or sold, and/or conveyed by such owners, each and all of which is and are for the mutual benefit of the lots in said subdivision and of each owner thereof and shall run with the land and shall inure to and pass with said subdivision and each and every parcel of land therein and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon the lots as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

B. SAID COVENANTS ARE AS FOLLOWS:

1. That all of the lots within said unit(s) and designated as Lots No. 201 through 514 inclusive shall be designated as single family residential lots; except that any of said lots as originally platted may be re-subdivided in lots, none of which shall be less in size than 30,000 square feet and provided that any of said lots shall have at least 75