

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

feet of frontage on a platted street. As re-subdivided, said lots shall constitute single family residential lots.

Any of said lots may be utilized as a part of a church or school site without violating this covenant.

A single family residence is a dwelling for one family alone, within which no persons may be lodged for hire at any time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of said family and that such quarters may be built and maintained as a part of the detached accessory building or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the said family and that they may be occupied and used only by persons who are employed by members of or are guests of said family.

2. That no professional office, business or trade of any kind shall be conducted in any building or any portion of any lot or building site in said unit(s) herein designated as a residential lot.

3. TEMPORARY DWELLINGS. Except for the written consent of the architectural committee no structure, tent, trailer or other living quarters, permanent or temporary, shall be placed upon any such lot, and used for residence purposes prior to erection and completion of the main residence thereon.

4. OUTHOUSES. No privy shall be erected, maintained or used upon any part of said real property, but a temporary privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet that shall be erected, maintained or used therein shall be enclosed and located within a building herein permitted to be erected on said premises and shall be properly connected with an underground septic tank, 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 effluent from septic tanks shall be permitted to be discharged beyond the limits of the lot on which it is installed. All provisions herein related to septic tanks shall apply to the installation of any septic tanks used in connection with the main dwelling on any of said lots.

5. APPROVAL OF PLANS. No building shall be erected, altered, or maintained upon any part of said property unless plans and specifications thereof and a plot plan indicating the location of such structure on the building site to be built upon, have been approved by the architectural committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to the topography and finished grade of elevation. Each main residence placed upon any lot within said property shall be of such size that it shall contain at least 1,000 square feet of ground floor area, exclusive of porches, patios, basements, cellars and any garage incorporated in and forming part of the house. No fence, wall or utility shall be erected, placed, altered or installed upon said property unless it is similarly approved by the architectural committee.

6. KEEPING LIVESTOCK, POULTRY OR PETS. 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. Pets may be kept for domestic use only under the following conditions: No barn, stall, coop or pen in which livestock, poultry or pets are kept or housed shall be constructed or maintained within an area 75 feet from the street property line or 15 feet from any other boundary line of a lot. No poultry, livestock or pets may be kept or maintained upon the property when to do so constitutes a public nuisance.

7. MAINTAINING NATURAL DRAINAGE. No obstruction, diversion or confining of the existing channels through which surface water in time of storms naturally flows upon and across any lot shall be kept by any lot owner in such a manner as to cause damage to other properties.

8. BUILDING SETBACK LINE. No building or structure for any use shall be erected, constructed, altered or maintained within 50 feet of any street property line or 15 feet from any other boundary line. The construction of all buildings once commenced on said lots shall be prosecuted diligently to completion.

9. SIGNBOARDS. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any residential lot without the consent in writing of the architectural committee; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot which may be used for the purpose of advertising the sale or lease of the lot upon which it is erected.

10. OFFENSIVE TRADE OR ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of remaining residential lots in said subdivision.

11. GARBAGE AND REFUSE DISPOSAL. 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the recorded plat and over the rear and side 10 feet of each lot. Within these easements no structure, planting or other material should be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. 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.

13. WATER LINES: Whenever a residence is constructed on any of said lots where there is a culinary water line available to serve said residence by being located in an adjoining street or along any of the boundaries of said lot, the lot owner shall connect to and utilize the water services of said line.

C. ARCHITECTURAL CONTROL COMMITTEE:

1. MEMBERSHIP. The architectural control committee is composed of Allan J. Lewis, E. P. Hackert and R. P. Shapiro. 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 services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the original platted 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 it to any of its powers and duties. Each lot as originally platted and recorded shall not be entitled to more than one vote regardless of the number of owners thereof.

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 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.

3. VARIATIONS. It shall remain the prerogative of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and in general, other forms of deviation from those restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the committee.

4. TEMPORARY SALES OFFICE. A temporary real estate subdivision office for the purpose of conducting the sale of property in the subdivision may be located in the area for a period of not to exceed three years, provided such tract office is not used for conducting a general real estate business. Any structure, used for such purpose shall, at the end of such three year period, be either removed or used for a purpose permitted in the area in which it is located.

E. GENERAL PROVISIONS.

These covenants 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 covenants and conditions shall be automatically extended for successive periods of ten years unless by vote of the owners of a majority of the lots in said subdivision it is agreed to change said covenants in whole or in part.

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause or phrase of the covenants, conditions, and restrictions 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 these restrictions, conditions and covenants herein contained would have been and are imposed on each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any or more other paragraphs, sections, sentences, clauses or phrases are or shall become illegal, null or void.

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

PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants and/or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust in good faith, and for value, as to said property or any part thereof, but such conditions, covenants and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, Silver Creek Ranch Corporation has caused its corporate name and seal to be affixed by its officers thereunto duly authorized, this 25th day of February, 1965.

(SEAL)

SILVER CREEK RANCH, INC.

By: Allan J. Lewis
President

R. P. Shapiro
Secretary

STATE OF UTAH

COUNTY OF SALT LAKE (ss.)

On the 25th 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)

Lennie Vander Linde
NOTARY PUBLIC

My Commission Expires:
March 3, 1968

Residing in Salt Lake City, Utah

The undersigned, who are holders of a note secured by a mortgage covering the property constituting Silver Creek Estates Unit(s) D, E, F, G, and H 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 25th day of February, 1965.

Allan J. Lewis
ALLAN J. LEWIS

Veida S. Lewis
VEIDA S. LEWIS

STATE OF UTAH {
COUNTY OF SALT LAKE { ss.

On the 25th 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)

Lennie Vander Linde
NOTARY PUBLIC

My Commission Expires:
March 3, 1968

CONSENT

Zions First National Bank of Salt Lake City, Utah, 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(s) D, E, F, G, and H hereby gives its consent to the Declaration of Protective Covenants 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 25 day of February, 1965.

ZIONS FIRST NATIONAL BANK

By: Claron O. Spencer
Its Vice President.

Robert F. Barnes
Its Asst Trust Officer

STATE OF UTAH {
COUNTY OF SALT LAKE { ss.

On the 25th day of February, 1965, personally appeared before me Claron O. Spencer and Robert F. Barnes who, being by me duly sworn, each for himself, did say that he, the said Claron O. Spencer is the Vice-President and he, the said Robert F. Barnes is the Asst. Trust Officer of Zions First National Bank, a national association, 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 Robert F. Barnes each duly acknowledged to me that said corporation executed the same.

(NOTARIAL SEAL)

Lennie Vander Linde
NOTARY PUBLIC

My commission expires:
March 3, 1968

Residing in Salt Lake City, Utah

Recorded at the request of Stanley Title Co., March 3, A.D. 1965 at 2:36 P.M.

Wanda Y. Spriggs, Summit County Recorder: