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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOCUST GROVE SUBDIVISION
J E KEARNS
4611 BELMOUR WAY
HOLLADAY UT 84117
BY: ZJM, DEPUTY - WI 4 P.

AMENDED AND RESTATED
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

These Amended and Restated Restrictive Covenants amend and restate the Restrictive Covenants dated September 22, 1960. These Amended and Restated Restrictive Covenants supersede any and all previous covenants.

That the undersigned current owners of the following described real property situated in Salt Lake County, State of Utah, to-wit:

All of LOCUST GROVE, ^{INCLUDING LOCUST GROVE AMENDED LOT # 9} according to the office plat thereof, 

impose the following restrictive covenants on said subdivision.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until November 1, 2020, at which time said covenants shall be automatically extended for successive periods of 10 years. Notwithstanding any automatic extensions hereunder, after written advance notice of at least ten days is provided to all then owners of any proposed change(s) to the Amended and Restated Restrictive Covenants and at a meeting of a quorum of the then owners is held as set forth in the written notice, any proposed change(s) may be adopted by a vote of a majority of the then owners and such change(s) shall be set forth in an amended and restated restrictive covenants providing for such change(s).

2. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above described tract to prosecute any

proceedings at law or in equity against the person or persons allegedly violating, or attempting to violate, any such covenants, and either to prevent him, or them, from so doing or to recover damages or other dues for such violation. The prevailing party in such action shall be entitled to reimbursement for all reasonable attorney fees and costs incurred in prosecuting or defending such action.

3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

4. None of the lots in said subdivision shall be improved, used or occupied for other than private single family residence purposes and no flat or apartment house intended for residence purposes shall be erected thereon, and no structure shall be erected or placed on any of the said lots other than one detached single family dwelling, not to exceed one story with a maximum height of 22 feet at the highest point of structure as measured from existing grade.. Up to a four car garage will be allowed.

4a. Special consideration will be granted to Lot #9 where the structure on that lot may be a two story dwelling not to exceed 28 feet from finished grade to the highest point of the structure. Finished grade may not exceed 3 feet from current street level.

5. The setback of residences from front and side lines must meet the requirements as established by the Holladay City Planning Commission.

6. No lot as now platted shall be re-subdivided, however the plat for lot # 9 will be amended on the November 2010 filing to include parcel or parcels of property that are currently outside the subdivision but contiguous to lot # 9.

7. Out buildings such as storage sheds, garages, play houses and guest houses are allowed as long as they meet the height restrictions contained in item 4 and are not used as a permanent residence, except by a nanny or immediate family member(s). Basements and guest houses may be occupied by temporary guests or a nanny or immediate family members, but not rented on a permanent basis to third parties while the residence is being occupied by the owners. Owners may rent their property to others if the owners are not simultaneously occupying the property and the renters if more than two persons must be members of the same family.

7a Temporary RV parking is permitted as long as it is parked on owner's property and not on the street.

8. No animals or fowls, with the exception of household pets, shall be kept, housed or permitted to be kept or housed on any lot of said subdivision.

9. An easement is hereby reserved over said lots for the installation and maintenance of utility service as set forth in the plat of said subdivision.

10. This Amended and Restated Restrictive Covenants declaration shall be construed and controlled by and under the laws of the State of Utah.

11. This instrument shall take effect when recorded with the Salt Lake County Recorder's Office.

