

PROTECTIVE COVENANTS

ENT 79391 BK 3289 PG 71
NINA B REID UTAH CO RECORDER BY MR
1993 NOV 4 3:52 PM FEE 33.00
RECORDED FOR PROVO ABSTRACT COMPANY

Conditions, Covenants, Restrictions, and Easements Affecting Property of Wolf Hollow Ridge Plat B, which owner is Wolf Hollow, Inc., David A. Cloward, President, and Clifford B. Hales, Secretary, hereinafter called the Declarants, WITNESSETH:

This Declaration is made this 22 day of October 1993, by the Declarants as follows:

Whereas, Declarants are the owners of the real property described in Clause I of this Declaration, and are desirous of subjecting the real property described in said clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

Now, Therefore, it is hereby declared that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any unit of land as shown on that certain map known as "Wolf Hollow Ridge Plat B" recorded in the County Recorder's Office of Utah County, Utah or future modifications of the same.

CLAUSE I

Property Subject To This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions

thereof set forth in the various clauses and subdivisions of this declaration is located in the County of Utah, State of Utah, and is more particularly described as follow, to-wit:

Wolf Hollow Ridge Plat B, Spanish Fork City, Utah (Lots 1 through 12).

The declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subject to the conditions, restrictions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street, and adequate free spaces between structures; and in general provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of sites therein.

A. All building sites in the dwelling group shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling; a private garage for not more than three (3) cars, and other outbuildings incidental to use of the premises.

B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design, building material, color, etc., with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of Lynda P. Hales, Jill S. Cloward, Clifford B. Hales, David A. Cloward and Larry Hales, or by a representative designated by a majority of the members of said committee. Approval of submissions to be granted by three (3) of the five (5) members of said committee. A deviation to these covenants may be accomplished by an 80% vote of said committee. In the event of death or resignation of any members of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority, until the vacancy on said committee shall be filled by selection of additional members or member from the owners of Wolf Hollow Ridge, Plat B. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor the designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

C. No building shall be located on any building site unless they conform to the Spanish Fork City Building requirements as pertaining to set-backs and sideyards.

D. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and no residence shall be used for purposes of trades, offices, or commercial uses without prior written consent and approval of the landscape and architectural committee.

E. No trailer, basement, tent, shack, garage, barn, or other out building shall at any time be used for human habitation, except guest facility, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Any trailer house, detached camper units, boats, mobile homes, etc., shall be maintained or stored only inside or in rear yards or in enclosure areas. No open storage of building materials on the property, except during the course of construction shall be permitted on any unit of land nor shall unusable or junk cars or other unsightly items be maintained or stored on any units of land. Each owner shall be required to reasonable, necessarily and adequately maintain his property to keep it in a reasonable state of appearance and preservation.

F. No main rambler type residential structure shall be permitted on any building site covered by these covenants, with the finished habitable enclosed main floor area of which is less than 1300 square feet. (If the floor plan is a split level, the main and upper level combined will be considered the main level). If the floor plan is two story the main level square footage must be at least 850 square feet, and the combined square footage of the main and upper level must be at least 1700 finished habitable square feet. No structure shall be built upon any unit of land with a height exceeding two stories above the

existing ground elevations. Each structure shall have no less than an attached double car garage. Each structure shall be permitted that the exterior facing shall be no less than 50% brick, and the remaining 50% exterior facing shall preferably be brick, but if not brick, then stucco. Provided, however, any of the foregoing requirements of this paragraph may be modified by 80% approval of the landscape and architectural committee.

G. Normal Pets may be maintained by the property owners.

H. It is understood and agreed that all developments of the property shall be in compliance with these Protective Covenants as well as any City, State, County, Federal or other governmental restrictions or requirements.

I. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2002, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of the then owners of the land covered by these Covenants it is agreed to change said Covenants in whole or in part. Said voting shall be based on eligible votes established in Clause III.

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 person or persons owning real property situated in said subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenants, and either to prevent him or them from so doing or to recover damages, attorney's fees, costs of court or other dues for such violation.

J. Invalidation of any one of these Covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

CLAUSE III

Amendments

These Protective Covenants may be amended at any time by a vote of 51% of the number of votes permissible which will be calculated on the basis of one vote per lot for each unit of land covered by the Protective Covenants.

Dated and signed this day and year first above written.

Wolf Hollow, Inc.

By *Donald A. Leonard*
President

By *Cifford B. Hale*
Secretary

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

ENT79391 BK 3289 PG 77

On the 22 day of *October* A.D., 1993, personally appeared before me David A. Cloward and Clifford B. Hales, who being by me duly sworn did say, each for himself, that he, the said David A. Cloward is the President, and he, the said Clifford B. Hales is the Secretary of Wolf Hollow, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said David A. Cloward and Clifford B. Hales each duly acknowledged to me that said corporation executed the same.

Vaniece Carter

Notary Public

My Commission expires *8/18/95* My residence is *Orem Utah*

h:\home\mac\ut1.doc

