

Recorded JAN 4 1977 at 12:44 m.
Request of Nal Simmons
2300 KATHLEEN D. SMITH, Recorder
Sandy City, Utah
Patricia Brown

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS

AND RESTRICTIONS OF REF 2000 2nd East

ALTA VIEW ESTATES

Sandy City, Utah

2894484

#450
84111

THIS DECLARATION made this 4th day of JANUARY, 1977,
by ALTA VIEW ESTATES PARTNERSHIP, a Limited Partnership, herein-
after called Developer.

WITNESSETH:

WHEREAS, Developer is the Owner or equitable owner under
certain contracts to purchase of the real property described in
Article II of this Declaration and desires to create thereon a
residential community with permanent open spaces and other common
facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation
of the values and amenities in said community and for the main-
tenance of said open spaces and other common facilities, and, to
this end, desires to subject the real property described in
Article II together with such additions as may hereafter be made
thereto to the covenants, restrictions, easements, charges, and
liens, hereinafter set forth, each and all of which is and are
for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient
preservation of the values and amenities in said community, to
create an agency to which should be delegated and assigned the
powers of maintaining and administering the community properties
and facilities and administering and enforcing the covenants and
restrictions and collecting and disbursing the assessments and
charges hereinafter created; and

WHEREAS, Developer has caused or will cause to be incorporated
under the laws of the State of Utah, as a non-profit corporation,
ALTA VIEW ESTATES HOMEOWNERS ASSOCIATION, for the purpose of
exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property
described in Article II, and such additions thereto as may here-

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after be made pursuant to Article II, Section 2, hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") herein-after set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Alta View Estates Homeowners Association, its successors and assigns.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land containing not less than 5,000 square feet and upon which is located a living unit or which is intended for location of a living unit shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title and the equitable owner, whether one or more persons or entities by virtue of a purchase contract to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee

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unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure in which event the mortgagee shall be considered an Owner only so long as the mortgagee continues its right to possession. The Developer shall be the Owner within the meaning of this paragraph of any Lot for which he is at the date of execution of these covenants and restrictions the equitable owner upon a contract for the purchase of any Lot and the contract seller for such contract shall not be deemed an Owner.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II

Property Subject To This Declaration Additions Thereto

Section 1. Existing Property. The real property, including any living unit located upon any lot, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Sandy City, Salt Lake County, State of Utah, and is more particularly described in Exhibit "A" attached hereto, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Annexation. From time to time it is the intent of Developer that additional phases of the development will involve annexation of additional properties from among those described on attached Exhibit "B". At such time as any of said additional properties are subdivided for residential purposes as evidenced by a recorded subdivision plat, such additional properties shall be thenceforth deemed to be included in the definitions of Article I, Section 1, subparagraphs (b), (c) and (d).

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is an Owner as defined in Article I, Section (f) of any Lot which is subject by covenants of record to assessment by the Association

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shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. In the event such persons fail to agree then their vote shall be cast ratably among the respective interests.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) on August 15, 1980; or

(b) at such earlier date as Developer in his discretion considers the development 75% or more completed and so notifies the Owners.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such

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easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such times as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association not later than the 15th day of August, 1980, or at such earlier date in accordance with Article III, Section 2(b). In any event, said conveyance shall be made free and clear of any mortgage or other encumbrance upon the Common Properties.

Section 3. Alienation of Common Properties. The Common Properties may not be alienated without the approval of all holders of first mortgages upon any of the properties subject to assessment.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for an infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the rights of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

Section 5. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Property and facilities to those who reside on the property whether the members of his family, his tenants, or contract purchasers.

ARTICLE V

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) regular assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who were the Owners of such property at the time when the

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assessment fell due. The Association may elect from time to time any remedy with regards to the defaults by Owners without regard to any rule of law concerning the election of remedies.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetics and welfare of the residents in The Properties and in particular for the improvement, operation and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, perimeter subdivision fences, and at the option of the Association, of the homes situated upon the Properties and of Lots to the extent of the front yard lying between the living unit and street; including, but not limited to, the replacement, and additions thereto, and for the cost of labor, equipment, materials, utilities, property taxes, management, and supervision thereof.

Section 3. Initial Deposit. An initial one time assessment of twenty-five dollars shall be assessed and shall be payable at date of possession.

Section 4. Regular Assessments. The regular monthly assessments shall be 100% of the actual estimated monthly cost of maintenance and operations of Common Property and other facilities and may include a management fee together with amounts necessary to pay any carryover shortage from previous periods.

The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, provide for accumulation of reserves to meet projected needs.

Section 5. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 4 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described capital improvements, including the necessary fixtures

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and personal property related thereto, provided that any such special assessment exceeding \$2,000 of improvement costs shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting,

Section 6. Quorum For Any Action Authorized Under Section 5. The quorum required for any action authorized by Section 5 shall be as follows:

At the first meeting called, as provided in Section 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty (50) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the meeting may be continued subject to the notice requirement set forth in Section 5, and the required quorum at any such continued meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting,

Section 7. Assessment Period. The assessment period for regular assessments shall be one month. All regular assessments shall be fixed at a monthly rate and may be adjusted by the Board of Directors in accordance with Section 9 to reflect current estimated costs of maintenance and operations. All assessments must be fixed at a uniform rate for all Lots excepting special allowances for landscape maintenance of large lots on a square footage basis and may be collected monthly or at such other times as determined by the Board of Directors.

Section 8. Date of Commencement of Regular Assessments. Due Dates. The regular assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors for the Association to be the date of commencement.

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The regular assessments shall become due and payable on the first day of each month beginning on the month of the commencement date or such other date as fixed by the Board of Directors.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, and shall at that time, prepare a roster of the properties and assessments applicable thereto and keep books of account showing receipts and disbursements which shall be kept in the office of the Association and shall be open to inspection by any Owner at reasonable times.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in the title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve (12) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action,

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and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Perimeter Fences

Section 1. Subdivision Perimeter Fences. Any fence or wall which is built upon The Properties and placed on the boundary of the subdivision shall be maintained and controlled by the Association and shall therefore be considered as common properties.

Section 2. Easement for Repair and Maintenance. All lots within The Properties shall be subject to an easement in favor of the Association to permit reasonable egress and ingress over areas not occupied by residential structures for all reasonable repair and maintenance purposes as provided herein.

ARTICLE VII

Prohibition and Controls

Section 1. Architectural Control. No building, fence, wall, accessory, cabanas, steps, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration or improvements therein be

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made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. References to Association in this Article shall mean the Board of Directors or its designated committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with; provided, however, the design, location, and the kind of materials and the buildings or structures to be built on said Lots shall be governed by all of the restrictions herein set forth and shall be in harmony with existing improvements in the immediate vicinity.

Section 2. Landscaping Control. No lot leveling, planting, landscaping or construction shall be commenced until a plan thereof has been approved by the Association or the Architectural Committee.

Section 3. Minimum Construction Requirements. No home may be placed on any Lot until approved in writing by the Association as to size, condition, and appearance. All mobile homes shall have all axles removed and shall be attached to the foundation or otherwise permanently installed so as to become part of the realty. Each mobile home owner covenants that his home shall not be removed from the property without the prior written approval of the Association. All homes must have complete health facilities, and must be connected to sewage outlets in conformity with State health requirements and other municipal requirements.

No home having less than eight hundred (800) square feet of living area, and not less than twenty (20) feet in width for at least forty (40) feet of its length, exclusive of cabanas, ramadas, awnings, porches and carports, shall be permitted on any Lot.

All mobile homes shall be single story structures.

All mobile homes must have removable hitches or tongues and any such hitches or tongues must be removed,

A patio awning and a carport are required with each mobile home and must be attached directly to the dwelling unit unless a ramada is installed over the mobile home and provides the equivalent appearance of a patio awning and carport. Materials used for the construction of said type appurtenances must be approved by the Association in accordance with Section 1 of this Article.

All lot owners shall install a paved or concrete driveway and a concrete patio slab within three (3) months after placing a home and other improvements on their lots in accordance with sizes and specifications provided by the Association.

Any exterior lighting erected on any lot shall be shaded so as to not create a nuisance to the owners of adjacent lots.

Section 4. Setback Control. No permanent or temporary structure or mobile home shall be permitted to be maintained or constructed closer than three feet from the rear of the lot, nor closer than three feet from the side of any lot. The minimum setback shall be no less than ten feet.

Section 5. Use of Lots. Single Family Mobile Home. No more than one (1) single family home shall be constructed or permitted to be maintained upon any lot in said subdivision.

No camping trailer, boat trailer, travel trailer, boats or motor home or pickup camper unit may be stored overnight on any lot within Alta View Estates without prior permission of the Association. There may be designated storage areas within Alta View Estates that may be used, and a charge for said use, if any, shall be at the discretion of the Association.

No sign excepting a temporary "for sale" or "for rent" sign shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign and street entrance light may be permitted subject to the prior

written approval of the Association.

There shall be no new or additional construction of buildings, fences or other structures, or modifications to existing buildings, fences or other structures without written approval of the Association.

Laundry may be dried in any location on the Lot, but must be completely enclosed and screened from view from the front yard of said lot. All facilities for the hanging and/or drying of laundry, clothing, household linens and bedding must be approved by the Association.

All personal cars must be fully parked on the owner's lot and in the carport or on the driveway. No in-street and cul-de-sac parking will be permitted at any time except for approved deliveries, pick ups or short-time visitors.

No lot or lots shall be re-subdivided except for the purpose of combining two or more lots into one homesite, providing, however, that no homesite is created that is smaller than 5,000 square feet.

No animals, fowl or reptiles shall be kept on the premises except household dog, cat or bird pets owned by the owner of the lot on which they are kept; no animal shall be allowed off the lot of the owner except on a leash; and no dog, cat or bird pet shall be kept on any lot by anyone if, in the discretion of the Association, that pet is or becomes a nuisance, threat or otherwise is objectionable to surrounding property owners.

No garage or accessory buildings shall be used as living quarters.

No elevated tanks of any kind shall be erected, or placed, or permitted on any lots.

No outdoor burning of trash or other debris shall be permitted. This shall not prohibit the use of normal residential barbecue or other similar outside grill.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may

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become an annoyance or nuisance to the community, No lot shall be used in whole or in part for the storage of rubbish, trash, used or new building materials (except during construction), used or new metal, trucks, automobiles or machinery in whole or in parts. Bicycles, toys, and other similar items shall not be left in front yards when not in use but shall be placed out of sight within a storage building or other area. No personal property, substance, thing or material shall be kept on any lot or part thereof that will omit foul or obnoxious odors, or that will cause any noise that might disturb the peace and quiet of the surrounding property owners, or will cause the lot or part thereof to appear in unclean or untidy condition.

Section 6. Maintenance of Lots. It shall be the responsibility of the owners to keep their lot neat and clean, lawn mowed, and landscaped in types of landscaping deemed reasonable and compatible to surrounding lots by the Association, and the improvements on their lot in a state of repair in such a way as not to destroy or impair the aesthetic qualities of Alta View Estates. The Association shall have the right, either itself or through any other person, to furnish the labor and/or materials necessary to bring said lot or parcel up to a standard approved by the Association, and to maintain them according to such a standard. In such event, the owner of such lot shall pay to the Association an amount equal to all direct and indirect costs and expenses incurred by the Association in furnishing such labor and/or materials or having the same furnished; the amount that the owner of any such lot is obligated to pay hereunder shall constitute a lien on such lot or parcel, and shall be payable within ten (10) days after the charge is made. The Association shall be entitled to enforce its rights hereunder by following the procedure provided for the enforcement of Mechanic's and Materialmen's liens in the State of Utah. This paragraph shall constitute a request by each lot or parcel owner under the conditions stated herein for the Association to furnish any labor

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and/or materials which are furnished hereunder. No claim against the Association shall constitute a defense nor offset in any action by the Association for non-payment of any amounts which may be assessed hereunder,

No storage of any kind will be permitted under or around the mobile home or within the lot boundaries except in utility building(s) approved by the Association as to design in writing or in accordance with the approval of the Association.

All garbage and trash shall be put in a container meeting the specifications of the Association. Garbage and trash will be placed in front of lot only at those times designated by the Association for garbage and trash pick up and shall be located in a storage area or other area whereby said garbage and trash will not be visible from the street.

Section 7. Family and Adult Area. General areas shall be designated as Family or Adult.

No family occupying a Lot within the adult area shall allow any child under the age of 14 to live upon said Lot except for short term visits. In the event that any family within the adult area should receive any child under the age of 14 as a permanent or long-term resident subsequent to its occupation of any Lot, it shall be the responsibility of the Owner to use reasonable and necessary efforts to sell the Lot and living unit or otherwise comply with the intent of this provision. In the event that the noncompliance continues in excess of 90 days, then the Association shall have the right to acquire said Lot and dwelling at a purchase price not to exceed the original purchase price of the Lot and Living Unit plus the purchase price of any permanent improvements that can be reasonably substantiated. This provision shall not be interpreted to restrict the Association from seeking any other legal or equitable remedy that is allowable by law.

Section 8. Miscellaneous Prohibitions.

(a) Repairing Cars. No major repairing or overhauling

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of cars is permitted on the streets, driveways, or parking lots.

(b) Additional Prohibitions. Such other actions deemed from time to time by the Association to constitute a nuisance.

Section 9. Professional Management. The Association shall have the right to contract for services or to transfer to any corporation, person or partnership, all of its rights and obligations hereunder, but upon such transfer and the assumption of such obligations by the transferee, the enforcement of covenants and obligations under this agreement shall remain the sole responsibility of the Association.

ARTICLE VIII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot and subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change or rescind said covenants and restrictions in whole or in part.

Section 2. Amendment. Amendment of these covenants and restrictions shall require the assent of the members entitled to cast seventy-five (75) percent of the votes of each class of membership excepting the following: (a) any amendment recommended or required by FHA or VA may be enacted by a two-thirds (2/3) vote of the Directors without the approval of the owners, or (b) any amendment recommended or required by any institutional lender as a condition to any construction, permanent or other loan may be enacted by a two-thirds (2/3) vote of the Directors without the approval of the Owners. In no event may an amendment which changes the ratio of assessments against owners be allowed with-

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out the prior written approval of all mortgagees of any of the properties subject to assessment.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. In the event the Association or Owner recovers judgment against any person for a violation or threatened violation of any of the covenants herein, the Association or Owner shall also be entitled to recover from such person reasonable attorney's fees. The failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 6. FHA-VA Approval. As long as there is a Class B membership and provided that the development is approved by VA or FHA, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, ALTA VIEW ESTATES PARTNERSHIP, a limited partnership, by and through KIRTON LAND AND INVESTMENT CORPORATION, a Utah corporation, its General Partner, has caused its name and

seal to be hereunto affixed by its officers hereunto duly
authorized this 4th day of JANUARY, 1977.

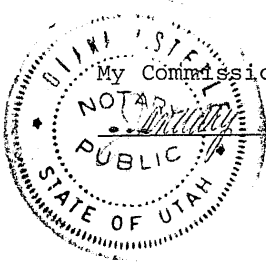
ALTA VIEW ESTATES PARTNERSHIP,
a Limited Partnership
by KIRTON LAND AND INVESTMENT CORP.,
a Utah corporation, General Partner

By: Charles R. Kirton
Its President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 4th day of JANUARY, 1977, personally appeared
before me CHARLES R. KIRTON, who, being by me duly sworn, did say,
that he is the President of KIRTON LAND AND INVESTMENT CORPORATION
and that said instrument was signed in behalf of said corporation
by authority of its bylaws, and said CHARLES R. KIRTON acknowledged
to me that said corporation executed the same.

Diana M. Steele
NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires:
January 20, 1979

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EXHIBIT "A"

PARCEL NO. 1

Beginning at a point on the West line of State Street, said point being N 89°40' East 42.57 feet from the East 1/4 corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°08'34" E along said west line 585.242 feet; thence N 53°34'20" W 820.342 feet; thence N 59°40'16" W 46.00 feet; thence N 34° 00' E 378.66 feet; thence S 70°28'E 516.09 feet to said west line of State Street; thence S 0°08'34" E along said west line 66.48 feet to the point of beginning.

Also,

PARCEL NO. 2

Beginning at a point on said west line of State Street, said point being N 89°40' E 42.57 feet and S 0°08'34" E 660.582 feet from the East 1/4 corner of said Section 12, and running thence S 0°08'34" E along said west line 254.144 feet; thence N 89°59'40" W 759.28 feet; thence North 150.04 feet; thence East 7.00 feet; thence N 229.57 feet; thence N 17°50' E 96.20 feet; thence N 36°25'40" E 254.15 feet; thence S 53°34'20" E 710.00 feet to the point of beginning.

EXHIBIT "B"

PARCEL 1

Beginning 42.57 feet N 89°40' E and 66.48 feet N 00°08'34" W from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 70°28' W 1249.10 feet; thence North 71.66 feet; thence N 77°23' W 733.69 feet; thence S 00°05'07" E 286.909 feet; thence S 79°35' E 208.178 feet; thence S 78°12' E 137.179 feet; thence S 69°25' E 309.833 feet; thence S 60°06' E 168.659 feet; thence S 59°40'16" E 531.823 feet; thence S 53°34'20" E 821.405 feet; thence N 00°08'34" W 652.353 feet to the place of beginning.

Also:

Beginning 42.57 feet N 89°40' E and S 00°08'34" E 660.581 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 00°08'34" E 254.144 feet; thence N 89°59'40" W 1152.23 feet; thence N 00°05'36" W 1027.971 feet; thence S 59°40'16" E 584.55 feet; thence S 53°34'20" E 806.258 feet to the point of beginning.

PARCEL 2

Beginning 914.364 feet South and 1107.382 feet West from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 00°05'36" W 1027.971 feet; thence N 60°06' W 163.0 feet; thence N 69°25' W 299.40 feet; thence N 78°12' W 131.104 feet; thence S 00°03'12" E 1576.162 feet; thence N 89°56'30" E 550.675 feet; thence N 00°05'36" W 334.307 feet to the point of beginning.