

when recorded mail to:
Associated Title Company
430 East 4th South
SLC, Utah 84111

3259209

29.50
APR 3 10 43 AM '79
SALT LAKE COUNTY
UTAH
KATIE L. DIXON
RECORDER
ASSOCIATED TITLE CO.
REF
Evelyn Thompson

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 2 day of April, 1979, by COVERCREST PROPERTIES, a Utah Limited Partnership, hereinafter called the "Developer".

WHEREAS, Developer is the record owner of real property described in Article II of this Declaration and desires to create thereon a planned residential community with certain common areas for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and for the selling of the property described herein, pursuant to a general plan of improvement, to certain restrictions, covenants and conditions; and

WHEREAS, the Developer has incorporated under the laws of the State of Utah, as a non-profit corporation, the Danish Hills Homeowners Association, for the purpose of exercising the functions contained herein;

NOW THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to covenants, restrictions and easements hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

- A. "Association" shall mean and refer to the Danish Hills Homeowner's Association, its successors and assigns.
- B. "The Properties" shall mean and refer to all such properties as are subject to this Declaration or any Supplemental Declaration recorded hereafter.
- C. "Plat" shall mean and refer to the official subdivision plat map filed and recorded in 79-2-49 of Plats in the Salt Lake County Recorder's Office.
- D. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be conveyed by the Developer to the Association at the time of the conveyance of the first lot.
- E. "Lot" shall mean and refer to any of the 33 separately numbered and individually described parcels of land shown on the plat.
- F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.
- G. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- H. "Architectural Control Committee" shall mean the committee appointed by the Association to approve architectural and landscape plans of owners intending to construct a dwelling unit upon the property.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration is located in the County of Salt Lake, State of Utah, which shall hereinafter be referred to as "The Properties" and is more particularly described as follows:

-PA-P57

BOOK 4838 PAGE 1233

Beginning at a point on the center line of a County road (Danish Road) and the South line of the Northeast Quarter of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; said point of beginning being South 89°59'24" East 436.37 feet from the center of said Section 35; and running thence North 26°57'17" West 276.39 feet along the center line of said County Road; thence North 14°43'23" West 263.16 feet along said center line; thence North 00°14'12" East 105.06 feet; thence South 89°59'24" East 1076.41 feet; thence South 00°04'12" West 605.91 feet; thence North 89°59'24" West 883.63 feet to the point of beginning. Contains 14.04 acres more or less.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

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 any event shall no more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to five 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 either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or

B. January 1, 1985.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyments. Subject to the provisions of Section 3, every member or members' guest shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to each Lot and in no event shall be separate therefrom.

Section 2. Title to Common Areas. The Developer agrees to convey title to the Common Areas to the Association free and clear of all liens immediately following the conveyance of the first Lot of the Development.

Section 3. Restricted Use of Designated Common Areas. The Developer does hereby restrict and limit the use of that area designated as common area on the recorded plat located immediately contiguous to the West of Lots 19, 23, 24, 28, 29 and 33 with the west boundary line of said area being the east boundary line of Deer Creek Road (3260 East Street) and that designated common area immediately contiguous to the east of Lots 1, 2, 3, 16, 17 and 18 with the east boundary of said area being the west boundary line of Deer Creek Road, a public dedicated road. Said designated common area shall be used and possessed exclusively by the contiguous lot owner(s) only, provided, however, that said contiguous lot owner(s) maintain said designated common area in a neat and attractive manner and that said lot owner(s) be solely responsible for the costs of maintaining said designated common area. Upon the failure of a contiguous lot owner(s) to maintain said contiguous designated common area in a neat and

BOOK 4838
PAGE 1204

attractive manner as determined by a vote of two-thirds (2/3) of the then existing Association member (both classes), the Association shall then have the right to use and possess for the benefit and enjoyment of the Association that designated common area and the Association shall then be responsible for the cost of maintaining the designated common area withdrawn from the contiguous owner(s) exclusive possession. Said designated common areas and the respective contiguous lots are more particularly described as follows:

1. Designated Common Area contiguous to Lot 1:

Beginning at the Northeast corner of Lot 1, Danish Hills, Planned Unit Development in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°58'37" East 68.71 feet to a point of a 1155.09 foot radius curve to the left (bearing to the center of curve bears South 80°15'43" East); thence Southwesterly 96.49 feet along the arc of said curve; thence North 85°02'53" West 53.89 feet; thence North 1°41' West 91.08 feet to the point of beginning.

2. Designated Common Area contiguous to Lot 2:

Beginning at the Southeast corner of Lot 16 in Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 1°41'00" West 85.83 feet; thence South 85°02'53" East 53.89 feet to a point on a 1155.09 foot radius curve to the left (bearing to the center of the curve bears South 85°02'53" East) 81.27 feet along the arc of said curve Southeasterly; thence North 89°59'24" West 47.01 feet to the point of beginning.

3. Designated Common Area contiguous to Lot 3:

Beginning at the Southeast corner of Lot 3 in Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 1°41'00" West 112.8 feet; thence South 89°59'24" East 47.01 feet to a point on a 1155.09 foot radius curve to the left (bearing to the center of the curve bears North 89°04'45" West); thence 18.36 feet Southeasterly along said curve; thence South 0°00'36" West 103.4 feet; thence North 89°59'24" West 28.0 feet; thence North 44°59'24" West 12.73 feet; thence North 89°59'24" West 6.53 feet to the point of beginning.

4. Designated Common Area contiguous to Lot 16:

Beginning at the Southeast corner of Lot 16 in Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 2°13' East 6.61 feet; thence North 1°41' West 90.43 feet; thence South 89°59'24" East 42.38 feet; thence South 0°00'36" West 97.07 feet; thence North 89°59'24" West 39.96 feet to the point of beginning.

5. Designated Common Area contiguous to Lot 17:

Beginning at the Southeast corner of Lot 17 of Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 2°13'00" East 94.07 feet; thence South 89°59'24" East 39.96 feet; thence South 0°00'36" West 94.0 feet; thence North 89°59'24" West 43.58 feet to the point of beginning.

6. Designated Common Area contiguous to Lot 18:

Beginning at the Southeast corner of Lot 19 of Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 2°13'00" East 94.01 feet; thence South 89°59'24" East 43.58 feet; thence South 00°00'36" West 93.87 feet; thence North 89°59'24" West 47.20 feet to the point of beginning.

BOOK 4838 PAGE 1235

7. Designated Common Area contiguous to Lot 19:

Beginning at the Southwest corner of Lot 19 of Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°24' West 42.91 feet; thence North 0°00'36" East 84.94 feet; thence South 89°59'24" East 46.18 feet; thence South 2°13' West 85.0 feet to the point of beginning.

8. Designated Common Area contiguous to Lot 23:

Beginning at the Southwest corner of Lot 23 of Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°59'24" West 47.34 feet; thence North 00°00'36" East 85 feet; thence South 89°59'24" East 50.20 feet; thence South 1°41' East 6.07 feet; thence South 2°13' West 79.0 feet to the point of beginning.

9. Designated Common Area contiguous to Lot 24:

Beginning at the Southwest corner of Lot 24 of Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°59'24" East 50.2 feet; thence North 00°00'36" East 85 feet; thence South 89°59'24" East 47.69 feet; thence South 1°41' East 85.04 feet to the point of beginning.

10. Designated Common Area contiguous to Lot 28:

Beginning at the Northwest corner of Lot 28 of Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°59'24" West 21.79 feet; thence South 0°00'36" West 85.0 feet; thence South 89°59'24" East 46.8 feet; thence North 1°41' West 6.64 feet; thence South 88°19' West 25 feet; thence North 1°41' West 79.14 feet to the point of beginning.

11. Designated Common Area contiguous to Lot 29:

Beginning at the Southwest corner of Lot 29 in Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°59'24" West 21.79 feet; thence North 0°00'36" East 18.57 feet to a point on a 1095.09 foot radius curve (bearing to the center of the curve bears North 89°59'24" West) 66.64 feet Northeasterly along the arc of said curve; thence South 89°59'24" East 14.74 feet; thence South 1°41' East 84.04 feet to the point of beginning.

12. Designated Common Area contiguous to Lot 33:

Beginning at the Southwest corner of Lot 33 of Danish Hills Subdivision, a recorded subdivision in Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°59'24" West 11.61 feet to a point on a 1095.09 foot radius curve to the right (bearing to the center of the curve bears North 84°55'45" West) 76.29 feet Northeasterly along the arc of said curve; thence South 1°41' East 75.0 feet to a point on a 25 foot radius curve to the left (bearing to the center of the curve bears North 13°55'15" East) 6.07 feet Southeasterly along the arc of said curve 6.07 feet to the point of beginning.

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 Association, as provided in its certificate of incorporation and by-laws, to suspend the voting rights and right to use of Common areas by a member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations and;

B0014838 PAGE 1205

B. The right 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 ninety (90) days in advance of any action taken.

C. The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said Common Properties shall be subordinate to the rights of the homeowners hereunder.

D. The restricted use of designated Common Area as provided in Article IV, Section 3.

Section 5. Any member may delegate, in accordance with the by-laws, his right of enjoyment to the Common Properties to his tenants, or contract purchasers who reside on the Property.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments and Special Assessments. Declarant for each Lot owned within the Properties shall be deemed to covenant and agree, and each Owner of any Lot, except those exempt under Section 11 of this Article, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association monthly assessments or charges and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, and said amounts shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment or special assessment is made. Each such assessment and special assessment, together with such interest thereon, cost of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment or special assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Each Lot shall, as of the date set under Section 8 hereof, be subject to a monthly assessment of not more than Fifty Dollars (\$50.00). The Board of Directors shall fix the monthly assessment within the maximum amount and may raise or lower said monthly assessment amount within said maximum as they may deem necessary in their discretion.

Section 4. Change in Basis and Maximum of Annual Assessment. Subject to the limitations of Section 3 hereof, the Association may change the maximum of the assessment fixed by Section 3 hereof provided that any such change 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 thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal

BOOK 4636 PAGE 1237

property related thereto, provided that, any such assessment 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 called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots, provided that, the rate set for the Lots owned by Developer shall be fixed at one-sixth (1/6) the assessment rate for the other Lots.

Section 7. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) 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 8. Date of Commencement of Monthly Assessments Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Properties. The Board of Directors shall fix the amount of the monthly assessment at least thirty (30) days in advance of said commencement date and any change in the monthly assessment must be fixed by the Board of Directors at least thirty (30) days in advance of the commencement of the changed assessment amount. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the 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, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action of 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 cost of preparing and filing the complaint in such action, 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.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for the herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment liens. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

BOOK 4838
PAGE 1239

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

A. All Properties to the extent of any easements 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.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antennae (on a structure or on a lot), flag poles, fences, walls, exterior lighting, or other improvements, shall be constructed or maintained upon any Lot and no alteration or repainting to the exteriors or a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association.

Section 2. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on land within the Properties conform to and harmonize with existing surroundings and structures.

Section 3. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 4. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

Section 5. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

Section 6. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

ARTICLE VII

EXTERIOR MAINTENANCE AND GARBAGE COLLECTION SERVICES

Section 1. The structures and grounds of each Lot shall be maintained in a neat and attractive manner. Upon the Owner's failure so to do the Architectural Control Committee may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, have the grass, weeds, and vegetation cut when, and as often as, the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any Lot.

Section 2. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance the Architectural Control Committee may, at its option, after giving the Owner six (6) months written notice, make repairs and improve the appearance in a reasonable and workmanlike manner.

Section 3. Each lot shall be serviced by a private garbage collection service as retained by the Association. The cost of said service shall be paid for by the Association.

BOOK 4838
PAGE 1239

Section 4. Assessment of Cost. The cost of such maintenance referred to in Section 1, 2 and 3 of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance or charge to which such Lot is subject under Article V hereof.

Section 5. Access at Reasonable Hours. For the purpose solely of performing the maintenance referred to in Section 1 and 2 of this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any business day.

ARTICLE VIII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon Lot and Common Area for the benefit of each individual Lot and all Common Area, and may be enforced by any Owner of Lot or of the Common Area.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or Common Properties, and not on any Lot unless placed in a suitable container suitably located.

No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road or Common Properties.

Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

No animals or poultry shall be kept on any residential lands within the Properties except ordinary household pets belonging to the household. Only signs advertising the sale or rental of a Lot and which are approved by the Architectural Control Committee shall be allowed in the Properties.

None of the Lots may be improved, used or occupied for other than private single family residential purposes other than the Common Properties; however, the Developer may maintain an office on the site.

ARTICLE IX

SPECIAL LIMITATIONS

Section 1. General Information. The majority of the lots in the subdivision are subject to special limitations, easements and encumbrances in favor of various governmental agencies as indicated by certain recorded documents. Any construction upon said encumbered lots shall be in strict compliance with this declaration and in compliance with all further designated requirements stipulated by the applicable governmental agency.

Section 2. Little Cottonwood Conduit. Lots 20, 21, 22, 25, 26, 27, 30, 31 and 32 are partially located within and encumbered by the Little Cottonwood Conduit easement recorded June 18, 1931, as Entry No. 678253, in Book 96, at Page 129, of Official Records. Said easement runs across the western boundary of said lots. The lot owners of said lots shall not construct any permanent structures or plant trees or shrubs over said easement without the prior written approval of the Little Cottonwood Conduit District. Specifically, said lot owners shall comply with the fencing and gateway requirements as specified by the applicable ditch company.

Section 3. Salt Lake County Aqueduct. Part of Lots 1, 2, 3, 16, 17, 18, 19, 23, 24, 28, 29 and 33 lie within and are encumbered by the Salt Lake County Aqueduct easement recorded October 15, 1948, as Entry No. 1137387, in Book 640, at Page 408, of Official Records. The erection of homes or other

BOOK 4838 PAGE 1240

permanent structures and the planting of trees within the easement area shall be strictly prohibited. All landscaping and other developmental plans affecting that area within the easement area shall be submitted to the United States Bureau of Reclamation for review and written approval. Subsequent to the staking of all homes or pertinent improvements on said lots and 48 hours prior to construction of any homes or pertinent improvements thereon the owner shall notify the United States Bureau of Reclamation or the Aqueduct District to permit inspection and approval to avoid any encroachment on the aqueduct easement.

Section 4. Salt Lake County Greenbelt. Lots 5, 6, 7, 8, 10, 11, 13, 14 and 15 are situated within the Salt Lake County Greenbelt requirement. The owners of said lots are prohibited from constructing upon or the removal or alteration of vegetation upon the portion of said lots situated within the designated greenbelt area. (see plat)

Section 5. The Architectural Control Committee shall give specific dimensions of all restricted areas provided for in this Article IX.

ARTICLE X

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 land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) 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 terminating these Covenants and Restrictions signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded prior to the commencement of any ten-year period.

Section 2. 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, postpaid, 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 3. 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 abide by these Covenants; and failure by the Association or any Owner to enforce any Covenant or Restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. Any amendment to this Declaration shall require:

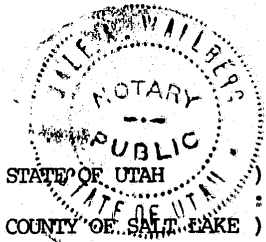
A. The affirmative vote of at least two-thirds (2/3) of all Class A membership votes which members present in person or represented by proxy are entitled to cast a meeting duly called for that purpose; and so long as Class B membership exists.

B. The written consent of Developer.

C. Written notice setting forth the purpose of the meeting and the substance of the Amendment proposed shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date.

Section 6. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to ensure the property is maintained and used in a manner consistent with the interest of the Owners.

BOOK 4838
PAGE 1241



COVECREST PROPERTIES, a Utah Limited Partnership

BY Gordon D. Walker

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

On the 2nd day of April, 1979, personally appeared before me Gordon D. Walker and _____ who being by me duly sworn did say, each for himself, that he, the said Walker, is the General Partner, and he the said Walker is the General Partner of COVECREST PROPERTIES, a Utah Limited Partnership, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors.

J. L. Walker
NOTARY PUBLIC - Residing at:
Salt Lake County, Utah

Commission Expires: April 1, 1982

BOOK 4838 PAGE 1242