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PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions, and Easements affecting Property of  
LOAFER LAND TRUST by Parley M. Neeley and T. Darrell Bushnell,  
Dan S. Bushnell, Trustees, hereinafter called the Declarants,  
WITNESSETH:

This Declaration is made this 15<sup>th</sup> day of MARCH, 1973  
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 all of which is  
and are for the benefit of and pass with said property, and 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 "WOODLAND HILLS PLANNED DWELLING GROUP FLAT "B" recorded in the  
County Recorder's Office of Utah County, Utah or future modifications of the  
same.

Corporation shall refer to the LOAFER DEVELOPMENT COMPANY, INC.  
of the dwelling group covered by these Covenants or any extension thereof  
as herein provided.

CLAUSE I.

Property Subject to this Declaration

The real property which is, and shall be, held and shall be con-  
veyed, 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 follows, to-wit:

Commencing at the SE Corner of Lot 67, Plat A, WOODLAND HILLS  
PLANNED DWELLING GROUP which point is also south 5322.58' and  
east 3307.15' from the NE corner of Section 24, T9S, R2E, Salt  
Lake Base & Meridian, thence as follows: N0°-02'00"W 631.29',  
S64°-35'-20" E 608.91', S23°-53'-55"E 372.04', S28°-46'-13"W  
S63°-29'-08"W 75.87', S39°-18'-55"W 447.74', S28°-46'-13"W  
410.70', S36°-50'01"W 635.72', S3°-48'-39"W 279.10', S25°-51'-47"W  
679.59', S35°-26'-00"W 638.20', N85°-11'-06"W 303.19' TO A CURVE,  
SWLY 272.40' ALONG THE PERIPHERY OF SAID CURVE (WHICH BEARS S17°-  
49'-16"W ALONG THE CHORD 270.07'), N78°-58'-38"W 2068.39', N35°-  
53'-15"W 193.18', N50°-29'-33"E 52.41', N38°-12'-18"W 411.24', N32°-  
58'-10"W 220.51, N10°-54'-40"W 422.64', N30°-44'-08"W 215.23',  
N73°-04'-21"E 239.04', N50°-11'-39"W 77.34', N39°-05'-37"E 413.45',  
N55°-18'-17"W 158.11', N17°-21'-14"W 507.50', N41°-23'-53"E 610.03',  
S47°-11'-19"E 222.19', N43°-42'-28"E 188.14', S45°-13'-22"E 215.47',  
N71°

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N71°-45'-59"E 99.76', S37°-00'-40"E 132.46', S89°-56'-00"E 65.00',  
N49°-23'-16"E 260.24', S37°-57'-20"E 215.33', N51°-47'-09"E 387.63',  
S21°-39'-55"E 258.51', S89°-56'-00"E 1339.51', S89°-56'-00"E 660.20'  
TO THE POINT OF BEGINNING, TOTAL AREA: 230.811 ACRES.

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 subjected 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 streets, 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 building 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. It is understood and agreed that all roofs on all buildings shall be of non-combustible material or shall be treated with a fire retardent substance, or have fire fighting sprinkling system, as approved by architectural and landscape committee. It is understood that guest facility, barns, storage sheds, tack rooms and other types of rural buildings except outhouses may be constructed on the property so long as they are in conformity with a harmonious development of the properties and receive approval of the architectural and landscape committee.

B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications and plot plan (including topography) 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 T. Darrell Bushnell, Gary M. Lloyd, J. MacDonald Brubaker, and Parley M. Neeley, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member 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 membership in the Loafer Development Company, Inc. at an annual or special meeting. 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, including plot plan as indicated above, 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 less than 30 feet from the front lot line for all sites covered by these Covenants, nor less than 20 feet from any side lot line. No residence shall be so located as to reduce the rear yard of the plot on which it is located to less than 40 feet. Lesser limitations for side yards (15') front yards (20') or rear yards (20') may be granted by the unanimous approval of the landscape and architectural committee.

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 outbuilding 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 unit, boats, ~~and~~ mobil homes, etc., shall be maintained or stored only in side or rear yards or in enclosure areas. No open storage of building materials on the property, except during the course of construction (which shall not exceed 18 months) 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 reasonably, necessarily and adequately maintain his property to keep it in a reasonable state of appearance and preservation.

There shall be no open burning on any units of land at any time or under any circumstances or conditions. This provision may not be modified by unanimous consent of the architectural and landscape committee or otherwise.

F. No main residential structure shall be permitted on any building site covered by these covenants, the habitable enclosed main floor area of which is less than 1400 square feet and costing the approximate sum of \$25,000 on the basis of building costs during the year 1973. No structure shall be build upon any unit of land with a height exceeding two stories above the existing ground elevations. If a garage is built underneath the house and is exposed this shall be construed as one story. Provided, however, any of the foregoing requirements of this paragraph may be modified by unanimous approval of the landscape and architectural committee.

G. Domestic and farm animals, excluding pigs, may be maintained by the property owners, provided, however, there shall not be maintained on the property domestic and farm animals to exceed two such animals on the first one acre owned by such owner plus one additional animal for each additional acre of ownership. However, commercial raising of farm animals or other type animals and pets will not be permitted. Normal pets may be maintained by the property owners.

H. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein on any corner lot which will create a traffic hazard by obstructing view.

I. The owner of each building site to which these Covenants apply shall be a member of the Loafer Development Company, Inc., a non-profit corporation, and participate in the operation of the corporation in accordance with any by-laws of said Corporation which may be adopted subsequent hereto.

J. There shall be no removal of living trees on any building lot for 20 feet from the front lot line, except as to provide for a driveway into said building site, said driveway not to exceed 30 feet in width except as required in Paragraph H and the following species of trees will not be permitted to be planted on the property.

| <u>Species Name</u>   | <u>Popular or Common Name</u> |
|-----------------------|-------------------------------|
| Ailanthus altissima   | Tree of Heaven                |
| Populus alba          | Silver Poplar                 |
| Populus alba bolleana | Bolleana Poplar               |
| Populus angustifolia  | Narrow-Leaf Poplar            |
| Populus deltoideas    | Carolina Poplar               |
| Populus fremontil     | Fremont's Poplar              |
| Populus Migra Italica | Lombardy Poplar               |
| Robinia Paeudocacia   | Black Locust                  |
| Ulmus Pumila          | Siberian Elm                  |
|                       | Silver Maple                  |
|                       | Green Ash (Female)            |
|                       | Russian Olive                 |

K. All residential structures shall have modern bath and sewage facilities of at least septic tank type, in compliance with County and State laws or other applicable governmental authority. There shall be no out buildings used for toilet and sewage facilities. Sewer connections may be made when sewer facilities are available. Septic tanks shall be pumped as often as reasonably necessary to insure effective operation of the septic tank but in all events shall be pumped at least once every 5 years. Evidence of said pumping in the form of a letter, certificate or receipt from a pumping service to be filed with the Secretary of the Development Company. Should there be a malfunction of a system not corrected within 48 hours after such malfunction by the property owner, the Development Company has the right to have the necessary repairs or pumping performed and the property owner pay all costs plus 20%.

L. Recreational uses of the property such as hunting, etc., during the development stages may be permitted, however, such activities should not be carried on at any time when they will create any unnecessary risk or hazardous condition to occupants in the area or on private property posted by the owner prohibiting hunting thereon. This permission for hunting and such recreational uses may be terminated by unanimous approval of the landscape and architectural committee at such time when the property has developed to a point making this necessary for the welfare of the inhabitants.

M. It is understood and agreed that Loafer Development Company, Inc. shall have a 8 foot wide easement on both sides of all existing building sites and proposed additional building sites when they are subdivided into smaller lots indicated by the proposed plat for the installation of utility services. All such utilities are to be installed underground by the Loafer Development Company, Inc. or property owners.

N. 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. If any owner of existing units of land desire to subdivide such units of land, it is then understood and agreed that such proposed subdivision must not only receive the approval of Loafer Development Company, Inc. but also approval of landscape and architectural committee as well as any applicable governmental agencies.

O. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until MAR. 15, 1993 at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of the owners of the units of 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 other person or persons owning any real property situated in said dwelling group, or the Loafer Development Company, Inc. as provided in Section I, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Vovenant, 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.

P. 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 permissable which will be calculated on the basis of one vote per acre for each acre of land covered by the Protective Covenants.

Dated and signed this day and year first above written.

LOAFER LAND TRUST

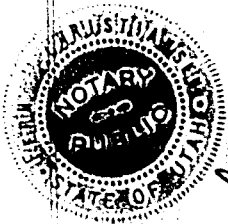
BY Darrell Bushnell  
Trustee

BY [Signature]  
Trustee

By [Signature]  
Trustee

STATE OF UTAH : ss.  
COUNTY OF UTAH :

On the 15<sup>th</sup> day of March, A.D., 1973, personally appeared before me Parley M. Neeley and Dan S. Bushnell & T. Darrell Bushnell that they are the signers of the foregoing Protective Covenants, as Trustees, and that they executed the same.



Valley Well Co.

NINA B. REID  
UTAH COUNTY, DEPUTY  
PR. 1973 APR 5 PM 3:58

1973 APR -5 PM 3:58

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[Signature]  
Notary Public  
Term expires April day of July 1973

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