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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COVINGTON CROSS SUBDIVISION

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EXHIBIT "A"

Legal Description

DECLARATION OF
CONVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COVINGTON CROSS SUBDIVISION

THIS DECLARATION ("Declaration") is made 1st day of April, 2008, by the undersigned, as "Declarant", with reference to the following facts and is as follows:

RECITALS:

- A. This Declaration relates to a single family residential subdivision under the name of "COVINGTON CROSS", hereinafter from time to time the "Community".
- B. This Declaration is designed to create equitable servitudes and covenants appurtenant to and running with the Property imposing conditions, covenants and restrictions for the development, operation, protection and maintenance of the Property.
- C. This Declaration is intended to secure the development of the Property as a quality residential Community.

DECLARATION

Now, therefore, Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased, used, occupied improved, and otherwise affected in any manner subject to the covenants, conditions, restrictions, easements and other provisions of the Declaration, all of which are hereby declared to be in furtherance of a general plan for the development, improvement, and sale of the Property, and are further declared to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Property. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to Declarant and its assigns and to all persons hereafter acquiring or owning any interest in the Property, however such interest may be obtained.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Article.

- 1.1 "Community" means and refers to the single-family residential community known as "Covington Cross".
- 1.2 "Declarant" shall mean and refers to the COVISTA CORP.
- 1.3 "Declaration" means and refers to this instrument entitled "Declaration of Covenants, Conditions, and Restrictions Covington Cross" and any and all amendments thereto.

1.4 "Improvements" means and refers to all structures and appurtenances thereto of every type and kind, including but not limited to buildings, residence structures, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees, shrubs, poles, signs, exterior air conditioning, satellite dishes, antennae, fixtures or equipment, which have been or will be constructed on the Property.

1.5 "Lot" means and refers to any portion of the Property designated as a Lot on any recorded Plat Map thereof and intended for improvement with a single family residence, whether or not the Lot is so improved. The boundaries of each Lot and the number identifying the Lot are set forth on the Plat Map.

1.6 "Owner" means and refers to any person, entity, or group of persons holding a fee simple interest in an Unit, or who is the buyer of an Unit under a recorded contract of sale, in which case the seller under such recorded contract of sale shall cease to be an Owner unless and until such contract is terminated.

1.7 "Plat" or "plat Map" means and refers to each final plat map for Covington Cross recorded with the Washington County Recorder's Office, and any and all amendments thereto.

1.8 "Property" means and refers to that certain real property described in Exhibit "A" attached hereto, together with all Improvements now or hereafter located thereon, and together with all easements, rights and appurtenances belonging thereto.

1.9 "Single Family Residence" means and refers to a single family residence constructed on a Lot, whether attached to another residence or not.

1.10 "Successor Declarant" means and refers to any and all successors in-in-interest of the original Declarant who acquire an interest in the Property, or any portion thereof, and to whom Special Declarant's Rights have been assigned by a written assignment executed by the transferor Declarant and the transferee Successor Declarant which is duly recorded in the Office of the County Recorder of Washington County, Utah Declarant and each Successor Declarant shall cease to be the Declarant of a Successor Declarant, respectively, at such time that it ceased to own an interest in any portion of the Property and designated a Successor Declarant in the Manner provided in this paragraph.

1.11 "Unit" means a Lot.

ARTICLE II

DESCRIPTION OF PROPERTY RIGHTS AND OBLIGATIONS, COMMON INTERESTS, RIGHTS OF ENJOYMENT, AND EASEMENTS

2.1 Utility Easements. There is reserved for the benefit of each Unit easements for utility services over, under, or through such portions of the Community and other Units, where such utilities are constructed when construction of the Community is completed. In addition, Declarant reserves the right to establish and convey subsequent utility easements; and each Owner in accepting a deed to a Unit, expressly consents to such easements. However, no such easement can be granted if it would interfere with the use, occupancy, or enjoyment by any Owner of his Unit.

2.2 Easements Deemed Created. All conveyances of Units hereafter made shall be constructed to grant and reserve such reciprocal easements as shall give effect to the provisions of this Article II even through no specific reference to such easements or to the sections pursuant to which they are created appear in any such conveyance.

2.3 Structural and Exterior Alterations. No Owner shall paint, decorate, change or add any item to any exterior of the Owner's Unit or any building or other structure in the Community without first obtaining written consent of the ARC (below defined). Once obtaining such consent of the ARC, it shall be

the Owner's obligation to obtain any and all necessary approvals for such alterations from the appropriate governmental body exercising jurisdiction over such matter.

2.4 Drainage Easements. There may be drainage easements within the Property which will exist between Lots and which must be maintained free of all debris by the affected Lot Owners. No Owner shall alter the grade or do any other thing which alters or disrupts the flow of water through said drainage channels in the manner originally established by Declarant.

2.5 Declarant Ownership of Units. Except as expressly provided otherwise pursuant to the terms and provisions of this Declaration, as to each Unit owned by Declarant, Declarant shall enjoy the same rights and assume the same duties as they relate to each individual unsold Unit.

ARTICLE III
UNIT BOUNDARIES, USE RESTRICTIONS,
MAINTENANCE OBLIGATIONS AND PRIVATE
EASEMENTS

A. Uses.

3.1 Residential Use. No Unit shall be improved or used for any purpose other than residential use by a single family. Nothing contained in this Declaration shall prevent an Owner from leasing or renting his Unit; provided, however, that any lease or rental agreement shall be in writing, be for a term of at least thirty (30) days. Whether or not the written leases or rental agreement so provides, all tenants of Units are subject to and are required to abide by the provisions of this Declaration

3.2 Parking and Vehicular Restrictions. No Owner shall park, store or keep within the Property any unregistered, inoperable or commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck) unless said unregistered, inoperable or commercial vehicle can be stored completely inside the garage of the Unit. In addition, no Owner shall park, store or keep anywhere within the Property any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance. Owners may park up to two (2) vehicles within their own driveway area as long as the vehicles do not block the sidewalk and such vehicles are used for daily transportation purposes and subject to the provisions of Section 3.14 hereof.

3.3 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, or offensive. No noise or other nuisance of any kind, including barking dogs and noisy parties, shall be permitted to exist or operate upon any portion of a Unit, so as to be offensive or detrimental to any other Unit in the Property or to its occupants. Without limiting the generality of any of the foregoing provisions, no speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, vehicles that leak oil and/or other noxious liquids, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Owners or residents or their guests shall be located, used or placed on any portion of the Property. Alarm devices used exclusively to protect the security of a Unit and its contents shall be permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.

3.4 Signs. No sign, poster, billboard, advertising device or other display of any kind shall be displayed without the approval of the ARC, except the Owner or resident may place one (1) customary 18" x 24" free-standing "for sale" or "for lease" sign on the Unit.

3.5 Property Maintenance. Each Owner shall keep his unit and the Improvements thereon in a clean and attractive condition.

3.6 Trash Containers and Collection. There shall be no exterior burning of trash, garbage or other refuse upon any portion of the Community, nor shall any Owner accumulate on or about such Owner's unit any litter, refuse or garbage, except in receptacles as next provided. Each Owner shall place and keep all trash and garbage in containers. Such trash containers are provided by the Washington County Solid Waste District.

3.7 Animals. No animals, fowls, reptiles, poultry, fish or insects of any kind ("animals") shall be raised, bred or kept within the Property, except that a reasonable number of dogs, cats or other household pets may be kept within a residence, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable local ordinance. As used in this Declaration "unreasonable quantities" shall ordinarily mean more than two (2) pets per household. Animals belonging to Owners, residents, or their guests within the Property must be either kept within an enclosure or on a leash or other restraint not to exceed 20 feet in length being held by a person capable of controlling the animal.

3.8 Business or Commercial Activity. No part of the Property shall ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes.

The limitations described above of this Section shall not preclude any of the above-described activities which are conducted without external evidence thereof provided that all of the following conditions are fulfilled: (i) such activities are conducted in conformance with all applicable governmental ordinances; (ii) the patrons or clientele of such activities do not routinely or in significant numbers visit the Lot or park automobiles or other vehicles within the Property; (iii) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside the boundaries of the residence of such Lot; (iv) such activities are consistent with the residential character of the Property and otherwise conform with the provisions of this Declaration.

3.9 Drainage. There shall be no interference with the established drainage in the Property unless an adequate alternative provision, previously approved in writing by the ARC, is made for proper drainage. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time a Unit is conveyed to an Owner by Declarant or later grading changes which are shown on plans approved by the ARC.

3.10 Maintenance and Repair. No building, structure, or other improvement within the Community shall be permitted to fall into disrepair. No Owner shall do any act or work that will impair the structural soundness or safety of any improvement located in the Community.

3.11 Utility Service. No lines, wires, devices or structures for transmission of electric current or telephone, television, or radio signals shall be constructed, placed, or maintained anywhere within any Lot unless the same shall be contained in conduits or cables placed and maintained underground or concealed in or under buildings or approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of improvements.

3.12 Yards & Landscaping. Front landscaping must be installed prior to issuance of a Certificate of Occupancy. Side and rear landscaping must be installed by no later than ninety (90) days from issuance of a Certificate of Occupancy.

3.13 Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Lot that shall induce, breed, or harbor infectious plant or tree diseases or noxious insects or harbor infectious plant or tree diseases or noxious insects, rodents, birds, or other animals, i.e., rabbits, etc. The owner of each Lot is responsible for pest control at their sole and separate expense.

3.14 Maintenance of Fences, Hedges or Walls. All maintenance of fences, hedges or walls erected on a lot shall be the responsibility of each Owner at their sole expense.

3.15 Party Walls. Each wall which is built as a part of the original construction and placed on the property line between Lots shall constitute a party wall. In the event that any wall is not constructed exactly on the property line, the Owners affected shall accept the party wall as the property boundary. The cost of reasonable repair and maintenance of party walls shall be shared by the Owners who use such wall in proportion to such use (e.g., if the party wall is the boundary between two Owners, then each such Owner shall bear half of such cost). If a party wall is destroyed or damaged by fire or other casualty, any Owner whose Lot has use of the wall may restore it, and any other Owner whose Lot makes use of the wall shall contribute to the cost of restoration thereof in proportion to such use. The foregoing shall not prejudice the right of any such Owner to call for a larger contribution from another Owner pursuant to any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any provision of this Section, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning a party wall under the provisions of this Section each party shall choose one arbitrator, such arbitrator shall choose one additional arbitrator, and the decision of a majority of such panel of arbitrators shall be binding upon the Owners which are a party to the arbitration.

3.16 Mineral Exploration. No portion of the Community shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or earth substance. No drilling, exploration, refining, quarrying, or mining operations of any kind shall be conducted or permitted to be conducted thereon; nor shall wells, tanks, tunnels, mineral excavation, shafts, derricks, or pumps used to mine or drill for any substances that may be located on the Community.

3.17 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Unit except such machinery or equipment as is usual and customary in connection with and during the use, maintenance, or construction of a residence or other structure. No equipment for air conditioning, heating, fuel storage or other uses shall be installed or maintained outside of or protruding through the walls, windows, or roof of any Improvement in the Community except for such equipment as is initially constructed by Declarant or thereafter as approved by

ARTICLE IX

ARCHITECTURAL CONTROL; DEVELOPMENT STANDARDS

4A. Architectural Control.

4A.1 Architectural Review Committee. There shall be an "Architectural Review Committee" (sometimes hereinafter "ARC") consisting of not less than two (2) nor more than three (3) persons. The Declarant shall have the power to appoint all members of the ARC until such time as all lots in the subdivision have sold and/or transferred to new owners.

4A.2 ARC Approval. No building or other structure or improvement, including, but not limited to, landscaping, shall be erected, placed or altered upon any Lot until the location and the complete plans and specifications thereof (including, without limitation, the exterior color board and finish materials of each building, shed, structure, fence and/or wall to be created) have been approved in writing by the ARC. The ARC shall provide guidelines for the submission of plans and specifications which may be amended by the ARC from time to time. Such guidelines shall set forth both procedural requirements of submittal to the ARC as well as architectural, landscaping and other applicable substantive specifications. Failure to comply with the requirements for ARC approval shall be deemed sufficient basis for the ARC to refuse to review the submission. In the event the ARC fails to approve or disapprove the location, plans and specifications or other request made of it within ninety (90) days after the submission thereof to it, then such approval will not be required, provided any improvement so made conforms to all other conditions and restrictions herein continued and is in harmony with similar improvements erected within the Community. No alteration shall be made in the exterior color design or openings of any building or other construction unless written approval of said alteration shall have been obtained

from the ARC. The grade, level or drainage characteristics of any Lot shall not be altered without the prior written consent of the ARC. When the ARC issues an approval as provided for herein, a copy of the plans and specifications shall be returned to the ARC for permanent record. Anything herein to the contrary notwithstanding, approval by the ARC is not exclusive and all plans and specifications required to be approved by the City of Hurricane and/or Washington County, whether through the building permit process or otherwise, shall be so approved prior to the commencement of any work. Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ARC, who will inspect for completion of the work and compliance with plans originally submitted and approved.

4A.3 Interpretation. All questions of interpretation or construction of any of the terms or conditions in this Article shall be resolved by the ARC, and its decision shall be final, binding and conclusive on all of the parties affected.

4A.4 Violations. In the event violation of these restrictions exists, or in the event of the failure of any individual Owner to comply with a written directive or order from the ARC, then in such event, the ARC shall have the right and authority to perform the subject matter of such directive or order, including, if necessary, the right to enter upon the Unit and the cost of such performance shall be charged to the Owner of the Unit in question, which cost shall be due within five (5) days after receipt of written demand therefore, and may be recovered by the ARC pursuant to a Violation Assessment or in an action at law against such individual Owner.

4A.5 Submission of Plans and Specifications. When plans and specifications for the construction of improvements are submitted to the ARC pursuant to these restrictions, said submission shall, at the request of the ARC, be accompanied by a maximum deposit of \$1,000.00 to guarantee that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working day and that the construction will be completed and the drainage swales and structures will correctly drain surplus water to the street or other approved locations, all as shown on the plans and specifications submitted to the ARC for approval. In the event of a violation of this restriction, the ARC may give written notice thereof to the builder and Owner of the Unit in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the mailing of said notice, the ARC may correct or cause to be corrected said violation and use said deposit, or as much thereof, as may be necessary to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the Owner of the Unit in question to the ARC. Said deposit or any part thereof remaining in the hands of the ARC at the completion of the construction work shall be returned by the ARC to the person who made the deposit.

4A.6 Inspection. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approval plans are required under this Article, the Owner shall give written notice of completion to the ARC.

(b) Within ninety (90) days thereafter, the ARC or its duly authorized representative, may inspect such improvement. If the ARC finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such ninety (90) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the owner shall have failed to remedy such noncompliance, the ARC, at its option, may either remove the noncomplying improvement or remedy the

noncompliance, and the Owner shall be liable for all expenses incurred in connection therewith.

(d) If for any reason the ARC fails to notify the Owner of any noncompliance within ninety (90) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

4A.7 No Waiver. The approval of the ARC to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

4A.8 Reimbursements. The members of the ARC shall receive no compensation for services rendered.

4A.9 Liability. Neither the ARC, nor any member thereof, nor their duly authorized ARC representatives shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, unless due to the willful misconduct or bad faith of the ARC. The ARC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, topography, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

4A.10 Move On. No structure of any kind shall be moved from any other place onto any Lot without the prior written permission of the ARC.

4A.11 Diligently Prosecute Work. The work of constructing any Improvement or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time, not to exceed twelve (12) months from the commencement of construction, in accordance with the requirements herein contained; provided, however, that the time for completion shall be extended by the period of delays in construction caused by strikes, inclement weather or other causes beyond the control of the Owner.

4A.12 Declarant Exemption. The ARC shall have no authority or power of jurisdiction over Units owned by the original or any successor Declarant, and the provisions of this Article shall not apply to Units owned by said Declarant until such time as said Declarant conveys title to the Unit to a purchaser thereof. This Article shall not be amended without said Declarant's written consent as set forth on the amendment.

4B. Development Standards.

4B.1 Intent. The intent of the Covington Cross Development Standards is to protect, enhance, and maintain Community property values. Also within this intent, it is important to allow individual ideas to flourish and enrich the Community, provided that standards are maintained.

These Development Standards provide an overall framework and comprehensive set of guidelines to allow the Community to develop and progress in an orderly and cohesive manner. They establish criteria for architectural style and design, landscape concepts, site improvements,

colors and materials. They also establish a process for judicious review of proposed new developments and changes within the Community. These Development Standards additionally set forth the means by which the standards and guidelines contained herein may be changed and amended to better serve the needs of an evolving Community.

These standards have been adopted by the Architectural Review Committee pursuant to this Declaration.

To the extent that any local government ordinance, building code or regulation requires a more restrictive standard than that found in these Development Standards, the local government standard shall prevail. To the extent that the local ordinance is less restrictive than these Development Standards or this Declaration, the Development Standards and this Declaration shall prevail.

4B.2 Residential Development Standards.

4B.2.1 Character. The underlying philosophy behind the review of the ARC is to maintain an orderly development of the Community by insuring that the planning and design criteria previously established are adhered to.

4B.2.2 Design. In general, the one (1) story residence is preferable in order to blend with the existing architecture of the Community; however, in certain cases, more than one (1) story may be approved by the ARC. At no time will three (3) story designs be permitted. Houses that are log, pre-manufactured, earth, berm, relocated, flat roofed, dome or modular are never permitted on any Lot.

On lots of less than 7,000 square feet, 1,100 square feet shall be the minimum square footage permitted.

On lots larger than 7,000 square feet, 1,250 square feet shall be the minimum square footage permitted.

4B.2.3 Height. Except as allowed otherwise by the ARC in its sole discretion, the maximum height of any design shall be thirty (30) feet above street level. Roofs should be predominantly low pitch to reinforce horizontal architecture, and the maximum roof pitch allowed will be 6:12, unless otherwise allowed by the ARC in its sole discretion.

4B.2.4 Colors and Materials. All exterior base and accent colors shall generally be of light earthtones and require the approval of the ARC. Materials should be of high quality with exterior surfaces consisting of predominantly stucco or masonry and roofing materials of concrete or clay tile in order to withstand desert weather conditions and all finishes other than glass must be rated less than forty percent (40%) reflectancy.

4B.2.5 Fencing. Owners must install fencing at the rear perimeter of the lot line of each lot. Side perimeter fencing may also be installed but shall not extend beyond the front extension of the primary structure built upon each lot, except that front fencing that does not exceed 3 feet in height may be installed. Fencing, (except for fencing in front of the extensions of the primary structure on the lot) may not exceed eight (8) feet on the high side and 6 (6) feet on the low side of the Lot. Fencing should be of either earth tone block or vinyl, unless otherwise approved by the ARC. All fencing materials and colors must be approved by the ARC.

4B.2.6 Alterations. No exterior alterations or additions shall be allowed on any unit within the Community without the review and prior written approval by the

ARC. The architectural design and materials used in any and all exterior additions, alterations, renovations or general maintenance and repairs on any Unit shall strictly conform to the design of the original plan in style, detailing and materials used. The height of any addition to an existing detached home shall not be higher than the original roof line or twelve (12) feet above the floor level of the existing structure.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.1 Duration. The provisions of this Declaration shall continue and be effective for a period of fifty (50) years from the date of first recordation hereof and shall be automatically extended for successive periods of ten (10) years each until (i) the Owners of at least eighty percent (80%) of the Units within the Community shall execute a written instrument, which may be executed in counterparts, in recordable form declaring that the provisions of this Declaration shall terminate, and (ii) such written instrument is recorded in the office of the Recorder of Washington County, Utah.

5.2 Amendment. This Declaration may be amended. All such amendments must be in writing, and prepared, executed, recorded and certified on behalf of the Owners. Such amendment shall be recorded in the Office of the County Recorder of Washington County, State of Utah. Any substantive amendment to any of the following described provisions of this Declaration requires the written consent of eighty percent (80%) of the Owners.

5.3 Enforcement and Waivers.

5.3.1 Owner's Right of Enforcement. Any Owner shall have the right (but not the duty) to enforce any and all of the covenants, conditions, and restrictions now or hereafter imposed by this Declaration upon the Owners or upon any of the Property. Nothing herein shall be construed as creating a third party beneficiary contract in favor of parties who are not Owners or Eligible Mortgage Holders.

5.3.2 Violations and Nuisance. Every act or omission whereby a covenant, condition, or restriction of the Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action.

5.3.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

5.3.4 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

5.3.5 Nonwaiver. The failure to enforce the provisions of any covenant, condition, or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

5.3.6 Notice. Before an Owner commences any legal action against another owner for a violation of any provision of the Declaration, such Member must first:

- (a) Provide written notice to the other owner of any such alleged violation and of intent to take judicial action, which notice shall be delivered to the Owner not less than thirty (30) days prior to filing any lawsuit;

(b) Allow the Owner, or its agents, a reasonable time in which to remedy or cure any such alleged violation.

5.4 Approvals. Any consent or approvals by the Architectural Review Committee shall be in writing.

5.5 Construction and Severability; Singular and Plural; Titles.

5.5.1 Restrictions and Easements Construed Together. All of the covenants, conditions, restrictions and easements of this Declaration shall be liberally construed together to promote the purposes of the Declaration as set forth herein.

5.5.2 Restrictions and Easements Severable. The covenants, conditions, restrictions and easements contained in this Declaration shall be deemed independent and severable; and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

5.5.3 Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine, or neuter shall each the masculine, feminine, and neuter, as the context requires.

5.5.4 Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions of any paragraph.

IN WITNESS WHEREOF, the undersigned have executed this declaration as of this

2 day of April - 2008, 2008

COVISTA CORP., a Utah corporation

By: [Signature] - President
Kelly R. Covington, President

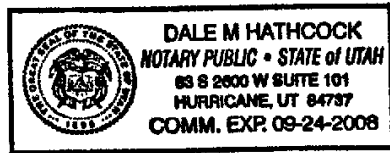
See Notary Acknowledgment attached hereto.

NOTARY PUBLIC

This Notary Acknowledgment is attached to that certain Declaration of Covenants, Conditions and Restrictions of Covington Cross Subdivision dated April 1, 2008.

State of Utah)
)
) :ss
County of Washington)

On the 2nd day of April, A.D. 2008, personally appeared before me KELLY R. COVINGTON, who being by me duly sworn, says that he is the President of COVISTA CORP., a Utah corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said KELLY R. COVINGTON acknowledged to me that said corporation executed the same.





Notary Public

Residing at: Hurricane, Utah

My Commission Expires: 09/24/2008

This Legal description is attached to that certain Declaration of Covenants, Conditions and Restriction of COVINGTON CROSS SUBDIVISION, dated the 1st day of April, 2008.

EXHIBIT "A"

NAME COVINGTON CROSS SUBDIVISION

UNITS 15 MAP #2829 FILE #12

H-283 H-281-B H-281-A-2-I-1 H-281-A-2-N-1

COVISTA CORPORATION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°38'04" EAST, ALONG THE SECTION LINE, 1013.76 FEET; THENCE SOUTH 00°04'09" WEST 9.32 FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK 18, HURRICANE FIELD SURVEY; THENCE SOUTH 00°04'09" WEST, ALONG THE LOT LINE, 403.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°04'09" WEST, ALONG THE LOT LINE, 63.73 FEET TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS POINT LIES NORTH 89°55'51" WEST); THENCE NORTHWESTERLY, TO THE LEFT, ALONG THE ARC OF SAID CURVE, 32.11 FEET THROUGH A CENTRAL ANGLE OF 91°59'02"; THENCE SOUTH 88°05'07" WEST 95.01 FEET TO THE BEGINNING OF A 80.16 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY, TO THE LEFT, ALONG THE ARC OF SAID CURVE, 25.96 FEET THROUGH A CENTRAL ANGLE OF 18°33'30"; THENCE SOUTH 00°04'11" WEST 198.16 FEET; THENCE SOUTH 89°22'45" WEST 322.73 FEET; THENCE SOUTH 00°08'18" EAST 71.46 FEET; THENCE SOUTH 88°57'06" WEST 199.69 FEET; THENCE NORTH 00°08'00" WEST 152.73 FEET; THENCE SOUTH 89°52'00" WEST 14.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 460 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 39°40'00" EAST 63.78 FEET; THENCE SOUTH 88°24'54" EAST 100.04 FEET; THENCE NORTH 89°52'00" EAST 22.93 FEET; THENCE NORTH 00°08'00" WEST 103.00 FEET; THENCE NORTH 89°52'00" EAST 16.00 FEET; THENCE NORTH 79°54'41" EAST 76.15 FEET; THENCE NORTH 88°22'24" EAST 190.07 FEET; THENCE NORTH 88°05'07" EAST 234.37 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 2.960 ACRES.

*H-COVI - (1 to 13)
H-COVI-1A
H-COVI-1B*