

Robert V. Phillips
427-272661

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Robert V. Phillips
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DECLARATION

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
Ruth Eames Olsen

OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF PRIVATELY HELD LANDS
OF

WHITE BARN GOLF COURSE, INC.

THIS DECLARATION, made on the date hereinafter set forth by White Barn Golf Course, Inc., a Utah corporation, hereinafter referred to as Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Pleasant View, County of Weber, State of Utah, which is more particularly described at the attached Exhibit marked "A" which by this reference is made a part hereof.

WHEREAS, Declarant, as owner of private property pursuant to a planned residential unit development designated as White Barn Country Club Condominiums is desirous that the hereinafter described Covenants, Conditions, and Restrictions, be attached to the aforesaid Planned Residential Unit Development as open spaces.

NOW THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, the City of Pleasant View and the citizens thereof.

ARTICLE I

Definitions

SECTION I. "Association" shall mean and refer to WHITE BARN COUNTRY CLUB CONDOMINIUM OWNERS ASSOCIATION, it successors and assigns.

2000-1500-0001, 0002
17-103-0001, 0002

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any home which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described as Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Open Spaces" shall mean and refer to the land described in Exhibit "A", excluding the land described in Exhibit "B".

SECTION 5. "Common Area" shall mean and refer to the land described in Exhibit "B" excluding homes located thereon.

SECTION 6. "Act" shall mean and refer to the Utah Condominium Ownership Act.

SECTION 7. "Home" shall mean and refer to a unit as defined by the Act and as shown on the plot map herewith recorded, including garage, storage space and patio. The boundary lines of each home are the interior surfaces of its perimeter wall, bearing walls, floors, fireplaces, ceilings, windows and window frames, doors and door frames and trim; and includes both the portions of the building so described and the air space so encompassed.

SECTION 8. "Declarant" shall mean and refer to White Barn Golf Course, Inc., a Utah corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped home from the Declarant for the purposes of development.

ARTICLE II

Property Rights

SECTION I. Owner's Easements of Enjoyment. Every owner having land in Exhibit "B" shall have the right and easement of enjoyment in and to the land described in Exhibit "A" subject to the following provisions:

(a) the right of the Declarant to charge reasonable admission and other fees for the use of the facility sitting upon the land designated Exhibit "A".

(b) the right of the owners of the land described in Exhibit "B" that the land described in Exhibit "A" shall be maintained as open spaces subject only to uses incidental to the Golf Course operation and subject to the aforesaid owners' right that no additional subdivision or utilization of spaces be allowed inconsistent with the present usage of the land.

(c) the obligation of the Declarant to maintain the aforesaid open spaces designated as Exhibit "A", exclusive of the land designated Exhibit "B" consistent with the maintenance and preparation of land normally provided in a golf course facility.

ARTICLE III

Covenant for Maintenance Assessments

SECTION I. Creation of the Lien and Personal Obligation of Assessments. In the event the 40.21 acres of land described in Exhibit "A", exclusive of the 12.44 acres described in Exhibit "B" and hereby set aside as open spaces is not maintained in a condition suitable for a golf course operation and consistent with the open space requirement of the Pleasant View City Planned Residential Unit Development by reason of, but not limited to any of the following: (1) bankruptcy of the declarant. (2) abandonment. (3) misuse. (4) Or any other reason within the control of the declarant, the declarant hereby consents to the following: That White Barn Country Club Condominium Owners Association and or the City of Pleasant View may undertake the care and maintenance of the 40.21 acres of land described in Exhibit "A", exclusive of the 12.44 acres of land designated Exhibit "B", and either may establish thereby an assessment against that land, which shall be upon 30 days written notice to the Declarant a lien upon the land in question chargeable against the land in the principle amount, together with interest at 8 per cent per annum, and reasonable attorney's fees. Upon filing the aforesaid liens as provided by law, there shall be a continuing lien upon the property, until paid, which may be foreclosed as

provided by law. The White Barn Country Club Condominium Owners Association or the City of Pleasant View, in the absense of the Owners Association, may proceed with any remedy at law or at equity.

ARTICLE IV

General Provisions

SECTION 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Amendments. The covenants and restrictions of this Declaration shall run with the land and bind with the land perpetually or the maximum time allowed by law. This Declaration may be amended by an instrument signed by not less than ninety per cent (90%) of the home owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the home owners. Any amendment must be recorded. All amendments to this Declaration shall be consistent with the ordinances of Pleasant View City applicable thereto in effect at the time the amendment is made and no amendment shall become effective until approved in writing by pleasant View City.

SECTION 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of the members.

SECTION 5. Land Use Restrictions. Declarant further covenants and agrees that the land described herein as Exhibit "A" less the land described in Exhibit "B" shall from the date of these Covenants, Conditions and Restrictions be used for those uses incidental to a Golf Course.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23 day of Aug, 1973.

WHITE BARN GOLF COURSE, INC.

BY: [Signature]
PRESIDENT

ATTEST:

[Signature]
SECRETARY

(L.S.)

STATE OF UTAH)
) :ss.
COUNTY OF WEBER)

On this 23rd day of August, 1973, personally appeared before me Keith B. Davis and Albert Senone, who being by me duly sworn, did say, each for himself, that he, the said Keith B. Davis is the President, and he, the said Albert Senone, is the Secretary of White Barn Golf Course, Inc., a Utah corporation, and that the within and foregoing instrument was signed and in behalf of said corporation by authority of a resolution of its board of directors, and that said Keith B. Davis and Albert Senone each duly acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.

[Signature]
NOTARY PUBLIC
Residing at: Opden, Utah
My Commission Expires 9/1/75

Pursuant to the requirement of the Ordinances of Pleasant View City, Pleasant View City approves the Declaration hereby established for White Barn Country Club Condominium a Planned Residential Unit Development.

Dated this 23rd day of August, 1973.

PLEASANT VIEW CITY
BY: [Signature]
MAYOR

PARCEL "A"Open Space

Beginning at a point located North 659.28 feet and East 2326.24 feet from the SW Corner of the SE 1/4 of Section 30, T7N, R1W, S.L.B.&M. (East-West Section line assumed as East); running thence N 0° 45' W 1120.0 feet; thence S 89° 00' E 70.0 feet; thence N 0° 30' E 100.00 feet; thence N 38° 42' E 149.0 feet; thence N 16° 11' E 56.0 feet thence N 35° 02' E 260.00 feet; thence S 85° 48' 42" E 631.40 feet; thence S 36° 52' 30" E 240.00 feet; thence S 3° 56' 24" E 746.03 feet; thence S 20° 00' W 965.69 feet; thence N 70° 23' 29" W 858.73 feet to the point of beginning. Containing 40.21 acres.

Exhibit "a"

PARCEL "B"

COMMON OWNERSHIP

Parts of the E 1/2 of Section 30 and the W 1/2 of Section 29, T7N, R1W, S.L.B.&M. Beginning at a point located N 821.10 feet and E 2814.96 feet from the SW Corner of the SE 1/4 of Section 30, T7N, R1W, S.L.B.&M., (East-West Section Line assumed as East); running thence N 83° 15' 10" W 347.07 feet; thence N 6° 44' 50" E 144.17 feet; thence S 83° 15' 10" E 90.00 feet; thence N 9° 07' 15" E 35.01 feet; thence N 25° 59' 30" E 244.12 feet; thence N 29° 38' 45" E 380.08 feet; thence N 12° 31' 23" E 456.00 feet; thence N 57° 01' 26" E 350.65 feet; thence S 36° 52' 30" E 240.00 feet; thence S 45° 37' 15" W 213.48 feet; thence S 14° 57' 41" W 600.00 feet; Thence S 2° 20' 04" W 295.42 feet; thence S 49° 27' 46" E 47.22 feet; thence S 40° 32' 14" W 120.00 feet; thence S 49° 27' 46" E 75.00 feet; thence S 40° 32' 14" W 140.00 feet; thence N 56° 04' 46" W 75.5 feet; thence N 67° 52' 07" W 152.18 feet to the point of beginning, Containing 12.44 acres

Exhibit "B"