

6101426

Protective Covenants for Hi-Country Estates
Located in Salt Lake County, State of Utah,
Phase I, as shown by Plat recorded on the 17th
day of January, 1972, Reference: Book "KK"
of Plats, Pages 56, 57, 58 and 59.

6101426
06/15/95 11:48 AM 140-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
HI-COUNTRY ESTATES H.O.A.
13300 S 7370 W RIVERTON, 84065
REC BY B GRAY , DEPUTY - WI

KNOW ALL MEN BY THESE PRESENTS:

That the said owners of the heretofore described property, hereby subject said property to the following covenants, restrictions and conditions; and the acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their, and each of their heirs, executors, administrators, successors, and assigns, shall constitute their covenant and agreement with the undersigned, and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants, restrictions and conditions, as follows, to-wit:

ARTICLE I

GENERAL RESTRICTIONS

1. Land Use and Building Type: The heretofore described property shall be designated as a single family residential lot, except that each lot may be divided one (1) time with the approval of the architectural control committee, and in accordance with Salt Lake County Zoning Regulations. No lot or land subject to these covenants shall be divided unless all parcels that result from such division be not less than five (5) acres in area.

A single family residence is a dwelling for one family alone, within which no person may be lodged for hire at any time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of said family and that such quarters may be built and maintained as a part of the detached accessory building or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the family and that they may be occupied and used only by persons who are employed by members of or are guests of said family. No residence shall have less than 1500 square feet of finished living area, excluding basement.

No other buildings shall be erected, altered, placed, or permitted to remain on any lot, other than one barn to be used in stabling horses and a private garage for not more than three (3) cars.

2. Architectural Control: No building shall be erected, placed or altered on any lot nor any lot divided without the approval by the architectural control committee and compliance with the provisions of Section 6, Article II, of these covenants. No fence, wall, swimming pool or other construction shall be erected, placed or altered on any lot without approval of the architectural control committee.

3. Building Location: No building shall be located on any lot nearer to the front line than fifty (50) feet therefrom, measured to the foundation of such building; nor nearer than fifty (50) feet to the rear lot line; nor nearer than fifty (50) feet to a side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building for the purposes of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves, steps, or open porches, to encroach upon another lot.

4. Easement: Easements for installation and maintenance of utilities and drainage facilities and roads are reserved as shown by the plat, labeled Exhibit "B", and attached to these covenants. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

There is reserved to electric power, gas, water and other public utilities the right to construct, maintain and operate along, upon and across all present street, easements and roadways on said property.

5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. Temporary and Other Structures: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second-hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials.

7. Signs: No billboard of any character shall be erected, posted, painted or displayed upon or about any of said property. No sign shall be erected or displayed upon or about said property unless and until the form and design of said sign has been submitted to and approved by the architectural control committee. No "For Sale" signs shall be displayed upon or about said property without approval of the architectural control committee.

8. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for used in boring for oil or natural gas shall be

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erected, maintained or permitted upon any lot.

9. Livestock-Poultry Agriculture: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets and horses may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No animal may be kept which constitutes an annoyance or nuisance to the area. All animals shall be restricted to their owner's property.

10. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no rubbish, trash, papers, junk or debris shall be burned upon any lot.

11. Water Supply: Whenever a residence is constructed on said property and there is a culinary water line available to serve said residence by being located in an adjoining street or road, the said property owner shall connect to and utilize the water services of said line. No other water supply system shall be used or permitted on any lot or group of lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both the State Health Department and State Water Engineer.

12. Trees: No cutting of trees shall be permitted on the premises at any time, except for the sole purpose of making land available for improvements.

13. Landscaping: No landscaping shall be begun on said property nor planting of trees take place until the plans and specifications therefor have first been approved in writing by the architectural supervising committee.

14. Diligence in Building: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable length of time.

15. The Board of Directors: The affairs of this Association shall be managed by a Board of five (5) Directors. The Board of Directors shall be full-time residents of Hi-Country Estates Phase I. In the event that a Director sells, or markets for sale, his/her residence in Hi-Country Estates Phase I, that Director shall resign from the Board of Directors.

The monies collected in annual assessments shall be spent as specified in the approved budget. The Board of Directors may adjust any budget item by a maximum of 10% per fiscal year. If additional funds are required beyond the limits of the budget, a special assessment will be required.

With the approval of seventy-five per cent (75%) of eligible voters, the Board of Directors shall have the authority to annex, release, purchase or sell property in or related to Hi-Country Estates Phase I.

ARTICLE II

DURATION, ENFORCEMENT, AMENDMENT

1. Duration of Restrictions: All of the conditions, covenants and reservations set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against said property in exhibit "B" and the owners thereof, subject to the right of change or modification provided for in Sections 2 and 3 of this Article, until ten (10) years, and shall as then in force be continued for a period of ten (10) years, and thereafter for successive periods of ten (10) years each without limitation, unless, within the six months prior to the expiration of any successive period thereafter, a written agreement executed by seventy-five per cent (75%) of the then record owners of said property, who are eligible to vote, be placed on record in the office of the County Recorder of Salt Lake County, by the terms of which agreement any of said conditions or covenants are changed, modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided.

In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified shall continue in force for successive periods of ten (10) years each unless and until further changed, modified or extinguished in the manner herein provided.

2. Enforcement: Each and all of said conditions, covenants and reservations is and are for the benefit of each owner of land (or any interest therein) in said property and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantor. Each Grantee of the Grantor of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants and reservations. As to each lot owner the said restrictions, conditions, and covenants shall be covenants running with the land and the breach thereof, and the continuance of such breach may be enjoined, abated or remedied by appropriate proceedings by the Board of Directors of Hi-Country Estates Phase I Homeowners Association, or any such owner of other lots or parcels in said property, but no such breach shall impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

3. Violation Constitutes Nuisance: Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, if violated in whole or in part is declared to be and shall constitute a nuisance and may be abated by the Board of Directors of Hi-Country Estates Phase I Homeowners Association and/or by any lot owner; and any such remedy shall be deemed cumulative and not exclusive.

4. Construction and Validity of Restrictions: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Grantor and Grantee, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

5. Right to Enforce: The provisions contained in this declaration shall bind and inure to the benefits of and be enforceable by the Board of Directors of Hi-Country Estates Phase I Homeowners Association, by the owner, or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by the Board of Directors of Hi-Country Estates Phase I Homeowners Association, or any property owner, or their legal representative, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

6. Architectural Control Committee: The architectural control committee which is vested with the powers described herein shall consist of three (3) full-time residents of Hi-Country Estates Phase I, and each member shall be elected during the Annual Meeting and serve for a three (3) year term.

Prior to the commencement of any excavations, construction or remodeling or adding to any structure, theretofore completed, there shall first be filed with the architectural committee two complete sets of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee.

The second set of said plans shall be filed as a permanent record with the architectural control committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval shall not be required.

The architectural control committee shall have the authority to grant a variance from any of the specific restrictions set forth in these restrictive covenants provided that each variance shall first be approved by the owners of lots subject to these covenants that are within 500 feet from the exterior boundaries of the lot for which the variance is sought.

7. Assignment of Powers: Any and all right and powers of the Grantor herein contained may be delegated, transferred or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successor in interest of the Grantor.

8. Invalidity: It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of June 1995.

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION PHASE I

By _____
Director

By _____
Director

By _____
Director

AMENDMENT TO THE
 PROTECTIVE COVENANTS FOR HI-COUNTRY ESTATES
 HOMEOWNERS ASSOCIATION PHASE I
 LOCATED IN SALT LAKE COUNTY, STATE OF UTAH

This year 1995, June 15, is the designated year and date that the Protective Covenants can be amended.

The package included the proposed covenant changes and a ballot.

Total Land Area (acres)	879.618
101 Ballots Cast Total Acres	675.84 (77%)

125 LOTS--(98)eligible lots voted	(78%)
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With 2/3 of the affirmative ballots (98) the following proposals passed.

#1, #2, #3, #4, #5, #6, #7A #7B, #8, #10, #12

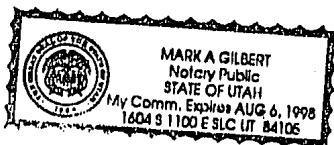
The ballots were counted by the following members:

Scott Kendall [Signature]
 Deborah McMurtrie [Signature]
 Joe Totorica [Signature]
 Elvira Totorica [Signature]
 Corinn Sebaske [Signature]
 Deborah Watson [Signature]
 Elwood Dutson [Signature]
 Brian Skinner [Signature]
 Lisa Skinner [Signature]
 Linda Evans _____

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STATE OF UTAH
 County of Salt Lake

On the 15th day of June, 1995,
 before me MARK A GILBERT, a
 notary public, personally appeared
 ELVIRA TOTORICA, personally known to me to
 be the person who witnessed the signers of
 the above document subscribed to on this
 instrument, and acknowledged to me that she
 executed same.



Mark A Gilbert
 NOTARY PUBLIC
 8-6-98
 COMMISSION EXPIRES