

AMENDED

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS OF
GARDEN VILLAGE, PLAT "B"
PLEASANT GROVE, UTAH

THIS DECLARATION made this 1st day of February, 1982,
by Telum Inc., a Nebraska corporation, hereinafter called
Developer.

WITNESSETH:

WHEREAS, Developer is the Owner of the real property
described in Article II of this Declaration and desires to
create thereon a residential community; and

WHEREAS, Developer desires to provide for the preserva-
tion of the values and amenities in said community, and, to this
end, desires to subject the real property described in Article II
together with such additions as may hereafter be made thereto to
the covenants, restrictions, easements, charges, and liens,
hereinafter set forth, each and all of which is and are for the
benefit of said property and each Owner thereof;

NOW, THEREFORE, the Developer declares that the real
property described in Article II, and such additions thereto as
may hereafter be made pursuant to Article II, Section 2, hereof,
is and shall be held, transferred, sold, conveyed, and occupied
subject to the covenants, restrictions, easements, charges, and
liens (sometimes referred to as "covenants and restrictions")
hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this
Declaration or any Supplemental Declaration (unless the context
shall prohibit) shall have the following meanings:

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AMENDED

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS OF
GARDEN VILLAGE, PLAT "B"
PLEASANT DALE, UTAH

THIS DECLARATION made this 1st day of February, 1972,
by Telum Inc., a Nebraska corporation, hereinafter called
Developer.

WITNESSETH:

WHEREAS, Developer is desirous of subdividing the real property
described in Article II of this Declaration into lots to be
create thereon a residential community; and

WHEREAS, Developer desires to protect and preserve the preservation
of the values and character of said real property, to this
end, desires to subject the real property described in Article II
together with such additions as may hereafter be made thereto to
the covenants, restrictions, easements, charges, and liens,
hereinafter set forth, each and all of which is and are for the
benefit of said property and each Owner thereof;

NOW, THEREFORE, the Developer declares that the real
property described in Article II, and such additions thereto as
may hereafter be made pursuant to Article II, Section 2, hereof,
is and shall be held, transferred, sold, conveyed, and occupied
subject to the covenants, restrictions, easements, charges, and
liens (sometimes referred to as "covenants and restrictions")
hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this
Declaration or any Supplemental Declaration (unless the context
shall prohibit) shall have the following meanings:

(a) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration under the provisions of Article II hereof.

(b) "Lot" shall mean and refer to any plot of land containing not less than 5,000 square feet and upon which is located a living unit or which is intended for location of a living unit shown upon any recorded subdivision map of The Properties.

(c) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(d) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title and the equitable owner, whether one or more persons or entities by virtue of a purchase contract to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The Developer shall be the Owner within the meaning of this paragraph of any Lot for which he is at the date of execution of these covenants and restrictions the equitable owner upon a contract for the purchase of any Lot and the contract seller for such contract shall not be deemed an Owner.

(e) "Mortgage", "mortgagor" and "mortgagee" include a trust deed, trustor, and beneficiary respectively.

(f) "Institutional Holder" shall mean and refer to a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

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(d) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title and the equitable owner, whether one or more persons or entities by virtue of a purchase contract as purchaser but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The Developer shall be the Owner within the meaning of this paragraph of any Lot for which he is at the date of execution of these covenants and restrictions the equitable owner upon a contract for the purchase of any lot and the contract seller for such contract shall not be deemed an Owner.

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ARTICLE II

Property Subject to this Declaration
Additions Thereto

Section 1.. Existing Property. The real property, including any living unit located upon any lot, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Pleasant Grove, Utah County, State of Utah, and is more particularly described in Exhibit "A" attached hereto, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Annexation. From time to time it is the intent of Developer that additional phases of the development may involve annexation of additional properties from among those described on attached Exhibit "B". At such time as any of said additional properties are subdivided for residential purposes as evidenced by a recorded subdivision plat, such additional properties shall be thenceforth deemed to be included in the definitions of Article I, Section 1, subparagraphs (b), (c) and (d), and be subject to all provisions of this Declaration.

ARTICLE III

Prohibition and Controls

Section 1. Architectural Control. No building, fence, wall, accessory, cabanas, steps, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration or improvements therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by Pleasant Grove City.

Section 2. Minimum Construction Requirements. No home may be placed on any Lot until approved in writing by Pleasant Grove City. All homes must have complete health facilities, and must be connected to sewage outlets in conformity with State Health requirements and other municipal requirements.

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Additions Thereto

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Section 2. Minimum Construction Requirements. No home may be placed on any Lot until approved in writing by Pleasant Grove City. All homes must have complete health facilities, and must be connected to sewage outlets in conformity with State Health requirements and other municipal requirements.

All mobile homes shall be single story structures.

All homes shall be 1977 models or newer. Skirting is to be installed within two (2) weeks of move in date and will be constructed of either painted block, concrete or a materials similar to that of the mobile home siding.

All lot owners shall install a paved or concrete driveway within three (3) months after placing a home and other improvements on their lots.

Any exterior lighting erected on any lot shall be shaded so as to not create a nuisance to the owners of adjacent lots.

Section 3. Use of Lots. Single Family Mobile Home. No more than one (1) single family home shall be constructed or permitted to be maintained upon any lot in said subdivision.

No camping trailer, boat trailer, travel trailer, boats or motor home or pickup camper unit may be stored overnight on any residential lot within Garden Village.

No sign excepting a temporary "for sale" or "for rent" sign shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign and street entrance light are permitted.

There shall be no new or additional construction of buildings, fences or other structures, or modifications to existing buildings, fences or other structures without written approval of Pleasant Grove City.

Laundry may be dried in any location on the Lot, but must be completely enclosed and screened from view from the front yard of said lot.

All personal cars must be fully parked on the owner's lot and in the carport or on the driveway. No in-street and cul-de-sac parking will be permitted at any time except for approved deliveries, pick ups, or short-time visitors.

No lot or lots shall be re-subdivided except for the purpose of combining two or more lots into one homesite, providing, however, that no homesite is created that is smaller than 5,000 square feet.

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No lot or lots shall be re-subdivided except for the purpose of combining two or more lots into one homesite, providing, however, that no homesite is created that is smaller than 5,000 square feet.

No animals, fowl or reptiles shall be kept on the premises except household dog, cat or bird pets owned by the owner of the lot on which they are kept; no animal shall be allowed off the lot of the owner except on a leash; and no dog, cat or bird pet shall be kept on any lot by anyone if that pet is or becomes a nuisance or threat.

No garage or accessory buildings shall be used as living quarters.

No elevated tanks of any kind shall be erected, or placed, or permitted on any lots.

No outdoor burning of trash or other debris shall be permitted. This shall not prohibit the use of normal residential barbecue or other similar outside grill.

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 community. No lot shall be used in whole or in part for the storage of rubbish, trash, used or new building materials (except during construction), used or new metal, trucks, automobiles or machinery in whole or in parts. Bicycles, toys, and other similar items shall not be left in front yards when not in use but shall be placed out of sight within a storage building or other area. No personal property, substance, thing or material shall be kept on any lot or part thereof that will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace and quiet of the surrounding property owners, or will cause the lot or part thereof to appear in unclean or untidy condition.

Section 4. Maintenance of Lots. It shall be the responsibility of the owners to keep their Lot neat and clean, lawn mowed, and landscaped in types of landscaping deemed reasonable and compatible to surrounding lots, and the improvements on their Lot in a state of repair in such a way as not to destroy or impair the aesthetic qualities of Garden Village.

No storage of any kind will be permitted under or around the mobile home or within the Lot boundaries except in utility

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building(s) approved by Pleasant Grove City as to design in writing.

All garbage and trash shall be put in a suitable container. Garbage and trash will be placed in front of Lot only at those times designated for garbage and trash pick up and shall be located in a storage area or other area whereby said garbage and trash will not be visible from the street.

Section 5. Miscellaneous Prohibitions. Repairing Cars. No major repairing or overhauling of cars or other vehicles is permitted on the streets, driveways, or parking lots.

ARTICLE IV

General Provisions

Section 1. Leases. Lease agreements between an Owner and a Lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and shall include any agreement for the lease or rental of the property regardless of the term.

Section 2. 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 Owner of any lot and subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots and the holders of two-thirds of the first mortgages on all Lots has been recorded, agreeing to change or rescind said covenants and restrictions in whole or in part.

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

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AMENDED

EXHIBIT "A"

Real Property

Garden Village Mobile Home Subdivision

Plat "B"

All of Plat "B", Garden Village Subdivision,
Pleasant Grove, Utah as recorded in the Utah
County Records office.

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AMENDED
EXHIBIT "A"
Real Property
Garden Village Mobile Home Subdivision
Plat "B"

All of Plat "B", Garden Village Subdivision,
Pleasant Grove, Utah as recorded in the Utah
County Recorders office.

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any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. In the event the Owner recovers judgment against any person for a violation or threatened violation of any of the covenants herein, the Owner shall also be entitled to recover from such person reasonable attorney's fees. The failure 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 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, Telum Inc., a Nebraska corporation, has caused its name and seal to be hereunto affixed by its officers hereunto duly authorized this 8th day of March, 1982.

TELUM INC

By: *Earl K. Cook*
Its President

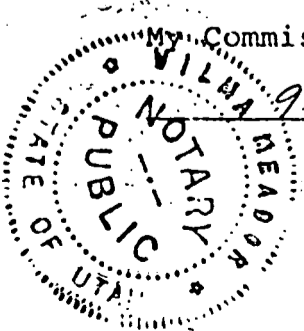
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 8th day of March, 1982, personally appeared before me *Earl K. Cook*, who, being by me duly sworn, did say that he is the President of Telum Inc. and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said *Earl K. Cook* acknowledged to me that said corporation executed the same.

Wilma Meador
NOTARY PUBLIC
Residing at *Orem*, Utah

My Commission Expires:

9-6-83



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IN WITNESS WHEREOF, Telum Inc., a Nebraska corporation, has caused its name and seal to be hereunto affixed by its officers hereunto duly authorized this 5th day of March, 1982.

TELUM INC

By: [Signature]
Its President

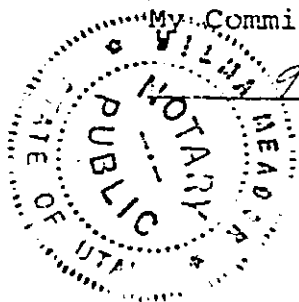
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 5th day of March, 1982, personally appeared before me Earl K. Cook, who, being by me duly sworn, did say that he is the President of Telum Inc. and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said Earl K. Cook acknowledged to me that said corporation executed the same.

Wilma Meador
NOTARY PUBLIC
Residing at Deer, Utah

My Commission Expires:

9-6-83



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AMENDED

EXHIBIT "A"

Real Property

Garden Village Mobile Home Subdivision

Plat "B"

All of Plat "B", Garden Village Subdivision,
Pleasant Grove, Utah as recorded in the Utah
County Records office.

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RECORDED AT THE REQUEST OF
Shannon Field Co.

1982 MAR 18 PM 1:02

RECORDED
UTAH COUNTY RECORDER
DEPUTY *B. H.* FEB 22.00
PR _____ ASG _____ IND _____

*P.O. Box 686
Pleasant Grove, Utah
84062.*

COPY

AMENDED
EXHIBIT "A"
Real Property
Garden Village Mobile Home Subdivision
Plat "B"

All of Plat "B", Garden Village Subdivision,
Pleasant Grove, Utah as recorded in the Utah
County Records office.

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6755

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RECORDED AT THE REQUEST OF
Stephenson Steel Co.

1982 MAR 18 PM 1:02

RECORDED AT THE REQUEST OF
UTAH COUNTY RECORDER
DEPUTY *S.A.* 222.00
PH. 222.00

*P.O. Plat 686
Pleasant Grove, Utah
84062.*