

ENTRY NO. 168163 DATE 9-20-93 TIME 1444 FEE 47.00 28
RECORDED FOR FOUNDERS BOOK 265 PAGE 28-30
RECORDER JOE DEAN HUBER BY 117 PARCELL
PAGE 0 INDEX () ABSTRACT () PLAT () CHECK ()

DECLARATION OF PROTECTIVE COVENANTS
FOR
VALLEY HILLS ESTATES PLAT "G"

Valley Hills West Ltd. Partnership is the owner of all that real property described under a plat name VALLEY HILLS ESTATES PLAT G which plat is recorded in Wasatch County Recorder's office, State of Utah, on 8/19/93. Grantor hereby makes and declares the following limitations, restrictions and uses upon said real property as restrictive and protective covenants running with the land and binding upon all future owners of any part of such real property described in such plat.

(1) GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the owners of lots in the subdivision.

(2) TEMPORARY BUILDINGS: No building of a temporary nature or trailer, camper, or overnight camping shall be permitted to be erected or placed upon the property without written permission of the Environmental, Architectural Design and Construction Committee hereinafter referred to as Committee.

(3) ANIMALS: 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 may be kept provided that they are not kept, bred or maintained for any commercial purposes. Any exception, if any, must be made with the written consent of the Committee.

(4) RESIDENTIAL USE: No building shall be used for any purpose other than residential except as permitted by the regulations of the Committee. No lot shall be used for any purpose except single dwelling residential units and no lot shall be used as a trailer park, camping site or the like.

(5) ENVIRONMENTAL, ARCHITECTURAL DESIGN AND CONSTRUCTION CONTROL COMMITTEE: Brent and Audrey Hill and Thomas and Margery Baum are hereby designated and appointed as the Environmental Architectural Design and Construction Control Committee. Replacements shall be by unanimous decision by the remaining members. All decisions of the committee shall be by unanimous approval provided, however, that approval shall not be withheld arbitrarily, capriciously or in any manner so as to limit or restrict the development of said subdivision so long as said development is in keeping with the general surroundings, the architectural design and standards all as more particularly hereinafter defined.

(6) APPROVAL OF CONSTRUCTION PLANS: All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Committee.

A complete set of plans and specifications of any proposed improvement including plot plan showing the location of the improvements upon any lot together with the proposed construction materials, color scheme for roofs and exterior and proposed landscaping shall be submitted to the Committee for approval or disapproval.

The Committee shall approve or disapprove plans, specifications and details within twenty (20) days of the receipt of said plans. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with Continued.

the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details or any plat thereof to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, said plans may be disapproved. The decisions of the Committee shall be final.

The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

The Committee shall have the authority to amend the regulations as to height, architectural plan and design and size requirements for all dwellings, fences and walls, etc.

(7) INITIAL ARCHITECTURAL REGULATIONS:

- (a) Signs: No signs, billboards or advertising of any nature shall be erected, placed, displayed or maintained on any part of the property herein described, nor in or on any building erected thereon without the express written prior approval of the Committee.
- (b) Fences: No fences shall be permitted having a height of more than four (4) feet without the express written approval of the Committee.
- (c) Homes: No home shall be constructed having an area of less than 1200 Square feet with three-quarter basement or 1500 square feet without a basement.
- (d) Homes: All homes shall be single story unless prior written approval is received from the Committee. Under no conditions shall the home be more than two stories and no two story building shall be permitted where the same may restrict the view of the valley floor from any lot within the subdivision at an elevation of five feet.
- (e) Roof: No roof shall have a pitch greater than 5 by 12 unless prior written approval is received from the Homeowners Committee.
- (f) Multiple Dwellings: No duplex or other multiple dwelling shall be constructed on any lot.
- (g) Exterior: Every resident dwelling shall have an exterior of not less than 40% brick or stone structure, or if the remainder of the house is stucco surface, this requirement may be cut to 20% stone or brick at the discretion of the Home Owners Association Committee.
- (h) Construction: No prefabricated or modular homes or other constructions shall be permitted without unanimous approval of the Committee.
- (i) Storage: There shall be no boats, trailers, campers, building materials, snowmobiles or similar vehicles and commonly stored materials located on any lot for more than 24 hours except where enclosed within a storage facility approved by the Committee except

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upon which the lot fronts.

(8) CLEAN-UP: The Grantors shall have the right to enter upon the land of another to clean, repair or remove debris, weeds and other unsightly objects at the expense of the owner, provided, however, that the owner shall first receive written notice affording twenty (20) days opportunity to clear, repair or remove the same. The owner by the acceptance of these declarations specifically agrees that on any resale, the new purchaser as a condition thereof shall execute and agree to the terms hereof. The owner specifically agrees that in the event the Grantors are compelled to enforce the terms hereof in Court or otherwise, that the owner shall pay all costs arising from his default or failure to abide by all the terms and conditions imposed including reasonable attorney's fee.

If any of these restrictions, covenants and conditions or parts thereof are waived by the Grantors, the Committee or/are adjudicated illegal and/or void, such waiver or ruling shall not effect any of the balance of the covenants, conditions and restrictions and they shall remain in full force and effect.

VALLEY HILLS WEST LTD. PARTNERSHIP

BY: *Eric Varvel by BRENT C. HILL*
 Eric M. Varvel, General Partner
 BY Brent C. Hill, Attorney in Fact

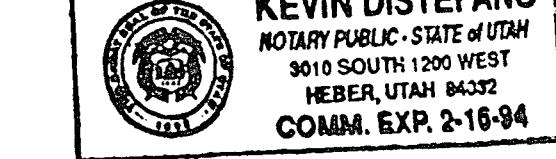
STATE OF Utah

COUNTY OF WASATCH

On the 20 day of Sept., A.D. 1993 personally appeared before me Brent C. Hill, Attorney in Fact for Eric M. Varvel, General Partner the signer of the within instrument, who duly acknowledged to me that he executed the same.

Kevin Distefano
 Notary Public

My commission expires 2/16/94



Residing in *Heber City, UT*