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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 JAN 17 3:00 PM FEE 47.00 BY BT
RECORDED FOR GUARDIAN TITLE COMPANY OF U

WHEN RECORDED, RETURN TO:

JONATHAN D. DEVERIAN
11143 SOUTH CRESCENT VISTA LANE
SANDY, UTAH 84070

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made as of this 13th day of November 1994, by J.D.D. INVESTMENTS, a Utah limited liability company ("Declarant").

R E C I T A L S:

A. Declarant is the owner of the following-described land situated in the City of Highland, Utah County, State of Utah, more particularly described as follows:

Lots 1 Through and Including 28 of VICTOR'S VIEW SUBDIVISION, According to the Official Plat Thereof of Record in the Office of the County Recorder of Utah County, State of Utah.

B. All of the foregoing lots shall sometimes be referred to in this Declaration collectively as "Lots," and one of the Lots shall be referred to in this Declaration as a "Lot."

C. Declarant is executing this Declaration for the benefit and protection of the Lots, Declarant, and the other owners thereof.

NOW, THEREFORE, Declarant hereby declares as follows:

Section 1: Effect of Declaration. The covenants, conditions and restrictions contained in this Declaration shall constitute covenants running with the land of each Lot and shall restrict and govern the use of each Lot regardless of the subsequent sale or transfer thereof.

Section 2: Restrictions With Respect To Animals. No cattle, pigs, sheep, goats, chickens, or turkeys shall be raised,

bred, slaughtered, rendered, or otherwise kept upon any Lot for any purpose whatsoever. In addition, no other type of animals (including, but not limited to, elk, deer, moose, buffalo, mink, and ermine) and no fowl of any kind (including, but not limited to, geese, ducks, and pheasants), shall be raised, bred, slaughtered, rendered or otherwise kept on a Lot (i) in furtherance of any commercial endeavor or enterprise, (ii) for the purpose of providing leather, fur, hides, or similar products, or (iii) for the purpose of providing meat or eggs for distribution, sale, or consumption.

Section 3: Permitted Animals. Animals (other than cattle, sheep, pigs, and goats) and fowl (other than chickens and turkeys) may be kept upon the Lots, but only if (i) applicable zoning and health laws and ordinances are strictly observed, (ii) such animals and fowl are not kept for any of the purposes or in connection with any of the activities described in Section 2 above, (iii) such animals and fowl are kept strictly as pets, or, in the case of horses, for riding purposes, and (iv) in the case of animals larger than common household pets, including, but not limited to, horses, ("Large Animals"):

(1) No more than two (2) Large Animals may be kept on any Lot containing one acre or less; and

(2) No more than four (4) Large Animals may be kept on any Lot containing greater than one acre.

Section 4: Barns for Large Animals. All horses and other Large Animals permitted to be kept on a Lot pursuant to Section 3 above shall be boarded in a barn and shall be properly fenced and supervised by the owner(s) of the Lot so as not to be a nuisance to neighboring Lots or to the public in general. Subject to the provisions of the following paragraph, any such barn shall be constructed exclusively by Declarant for such fee as he shall, in his sole discretion deem appropriate (so long as such fee is commercially reasonable), and Declarant shall have the exclusive right to determine the style, materials, color, and design of the barn, so long as those attributes are reasonably compatible with the style, materials, color, and design of the residence constructed or to be constructed on the Lot.

If, at the time a barn is to be constructed on a Lot, (i) Declarant declines to design and/or to construct the barn

within a reasonable amount of time following the request by the owner(s) of a Lot for such design and construction, (ii) Declarant is no longer in existence, or (iii) Declarant no longer owns any of the Lots, the barn shall be designed and constructed as the Lot owner shall determine so long as the color, style, materials, and design of the barn are reasonably compatible with the style, materials, color, and design of the residence constructed or to be constructed on the Lot.

Once a barn is constructed, the owner(s) of the Lot upon which it is situated shall maintain the barn in a state of good condition and repair.

Section 5: Other Architectural Control. So long as Declarant owns any of the Lots, Declarant shall have the exclusive right to determine the general style, materials, color, and design of the residences to be constructed on the Lots, so long as all of the residences are reasonably compatible with one another as to those attributes. If, at the time a residence is to be constructed on a Lot, (i) Declarant declines to make such determination within a reasonable amount of time following the request for such determination by the owner(s) of the Lot, (ii) Declarant is no longer in existence, or (iii) Declarant no longer owns any of the Lots, the residence shall be designed and constructed as the Lot owner shall determine so long as the color, style, materials, and design of the residence are reasonably compatible with the style, materials, color, and design of the residences of the other Lots.

Once a residence is constructed, the owner(s) of the Lot upon which it is situated shall maintain the residence in a state of good condition and repair.

Section 6: Obligation for Installation and Maintenance of Fence. To the extent permitted by law, this Declaration shall bind and require (i) the owners of Lots 12, 13, 14, 15, 17, 18, 19, 20, 21, and 22 to pay their proportionate share for the installation by Declarant of a six-foot high chain link fence along the southerly boundaries of those Lots, and (ii) the owners of Lots 24 and 25 to pay their proportionate share for the installation by Declarant of a six-foot high chain link fence along the westerly boundaries of those Lots. The proportionate share of the cost of the fence attributable to any Lot ("Proportionate Share") shall be the retail price per lineal foot of the fence as determined by Declarant (which shall include a reasonable profit to Declarant for installation of the fence)

multiplied by the number of lineal feet by which the fence borders that Lot.

In addition to the foregoing, the owner(s) of a Lot, after construction of such fence, shall not remove any portion of the fence and, at the sole cost and expense of such owner(s), shall maintain the portion of the fence bordering the Lot in a state of good condition and repair.

The Proportionate Share applicable to a Lot shall be paid by the owner(s) of the Lot upon demand by Declarant after installation of the fence along the Lot's boundary. To the extent permitted by law and from the time of installation of the fence along the boundary of the Lot until fully paid, the applicable Proportionate Share shall constitute a lien upon the Lot. In the event the owner(s) of a Lot fail to timely pay that Lot's Proportionate Share, Declarant, to the extent permitted by law, shall have the right to recover the amount of such Proportionate Share directly from the owner(s) of the Lot and/or to foreclose the lien against the Lot in the manner, with the same rights to a deficiency judgement, as in the case of foreclosure of mortgages under the laws of the State of Utah. The rights and remedies of Declarant under this Section 5. shall be in addition to, and not by way of limitation of, any and all other rights and remedies Declarant may have under this Declaration, at law or in equity, or by virtue of any contract or other instrument executed by or in favor of Declarant in connection with a Lot.

Section 7: Amendment. So long as Declarant shall be an owner of any of the Lots, he shall have the right to amend this Declaration as he deems appropriate without the consent of any of the other Lot owners. Subject to the right of Declarant under the preceding sentence to amend this Declaration, this Declaration may be amended only by the consent of persons owning at least 19 of the Lots. In the event a particular Lot is owned by more than one person, the consent of the owners of that Lot shall not be deemed to have been given to any amendment unless 100% of the owners of that Lot shall agree.

For purposes of this Section, the term "person" shall include any individual, corporation, partnership, limited liability company, or other organization recognized by law as being capable of holding title to real property.

Section 8: Severability. Should any provision of this Declaration be deemed unenforceable for any reason, the remaining provisions of this Declaration shall continue in full force and effect to the extent permitted by law.

Section 9: Enforcement. Every owner of a Lot, whether owning it alone or jointly with another person, shall comply strictly with the provisions of this Declaration, and failure to comply shall be grounds for action to recover sums due for damages, for injunctive relief, or both, maintainable by Declarant or by any other owner or co-owner of a Lot.

Section 10: Topical Headings. The headings appearing at the beginnings of the paragraphs of this Declaration are only for convenience or reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of the language of this Declaration exclusive of such headings.

Section 11: Effective Date. This Declaration shall become effective upon its recordation in the Office of the County Recorder of Utah County, State of Utah.

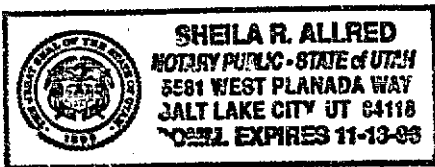
IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed this 13TH day of October, 1994.

J.D.D. INVESTMENTS,
a Utah Limited Liability Company

By: 
Position:

STATE OF UTAH)
 : SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me
this 13TH day of JANUARY, 1994/5 by
VAHE DEVERIAN, in his capacity as MANAGER, of
J.D.D. Investment, a Utah limited liability company.



Sheila R. Allred
NOTARY PUBLIC
My Commission Expires:
11/13/96