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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

SALT LAKE COUNTY, UTAH

KATIE L. BIRN
RECORDER
SALT LAKE COUNTY
UTAH

OCT 25 10 25 AM '79

1400
REQ OF Moby Dick Land Co.
REF: [Signature]
G. SCHWANEVELDT
10200 S 3650 E
Sandy 84070

THIS DECLARATION, made this 10th day of October, 1979, by Moby Dick Land Company, a Utah Corporation, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in the County of Salt Lake, State of Utah, described as:

Lots 1 through 13 inclusive in Altavilla Estates.

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of said tract and all of the property described herein and the adoption and establishment of covenants, conditions and restrictions upon said real property and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of said tract; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability, and attractiveness of the portion of said tract, pursuant to the provisions of this Declaration; and

WHEREAS, Declarant will convey title to all of said lots in said tract subject to certain protective covenants, conditions and restrictions hereinafter set forth;

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

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Section 1. "Lot" shall mean and refer to a recorded lot within the existing property, upon which there has been or will be constructed ^{one} ~~one~~ single family residence. (24)

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 lot which is a part of the properties, including contract buyers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Declarant" shall mean and refer to Moby Dick Land Company, its successors and assigns.

Section 4. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 5. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall, or other structure shall be commenced or erected upon the properties, nor shall any exterior addition to or change or alteration therein, including antennas, be made until the plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 5 hereof.

Section 2. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner as as to not detract from the community.

Section 3. Building and Landscaping Time Restrictions. The construction of all structures shall be completed within a period of two (2) years following commencement of construction. The front yard of each lot shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling. Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each dwelling. Areas covered with natural foliage (e.g. scrub oak) will be considered landscaped.

Owners of vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

Section 4. Building Location. All structures shall be set back from front property line a minimum of forty (40) feet and a maximum of sixty (60) feet. Side yards shall be not less than twenty (20) feet. Any out-buildings must be approved by Architectural Committee.

Section 5. Appointment of Architectural Committee. The Declarant shall appoint the Architectural Committee, consisting of not less than three (3) members. In the event of the death or resignation of any member of the Committee, the Declarant shall appoint such member's successor.

Section 6. General Provisions. The members of such Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee shall be in force for a period of twenty-five (25) years from the date of the recording of this Declaration. Such powers and duties shall continue following the twenty-five year period until a successful written instrument has been executed and recorded.

ARTICLE III

USE RESTRICTIONS

Section 1. All lots in the tract and in such property as shall be annexed thereto shall be known and described as residential lots and shall be used for no purpose other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any such residential lot other than a building used as a single family dwelling, except as approved by the Architectural Committee.

Section 2. No part of the properties shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 4. No noxious or offensive trade or activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than 3/4 ton, or similar equipment, shall be permitted to remain upon any property within the properties, unless placed or maintained within a garage or carport or parked to the rear of the average front line of the dwelling or unless written approval is given by the Architectural Committee.

Section 6. Pets, livestock and fowl which are generally associated with estate-type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink, swine, and goats are not permitted on any lot either temporarily or permanently. However, there shall be permitted no more than two (2) head of horses. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot except by Declarant, its successors or assigns.

Section 8. All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot unless obscured from view of adjoining lots and streets by a fence or appropriate screen.

Section 9. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed, or permitted to remain on any of the houses, lots or structures on the lots in said tract unless and until the same shall have been approved in writing by the Architectural Committee. No television, radio or other electronic antenna shall be

erected, constructed, placed or permitted to remain on any of the lots in said tract, unless and until the same shall have been approved in writing by the Architectural Committee.

Section 10. All slopes or terraces on any lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

Section 11. No ingress or egress to the tract described herein shall be permitted for use of any person or vehicle except through designated gateways. However, Declarant, its successors or assigns, reserves the right to maintain and use or convey the right to use established easements and rights-of-way.

Owners whose lots are located along the perimeter of the tract described herein shall be responsible for maintaining the fencing according to its original state or replacing such with a wall or fence for the purpose of preserving or improving the security of the area. Alternative or replacement fencing shall meet the prior written approval of the Architectural Committee.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens. Failure by any owner to enforce any covenant, condition, 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, conditions, or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the lots, and shall inure to the benefit of and be enforceable by the Declarant or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the owners, and further, this amendment provision shall not be amended to allow amendments by the assent or vote of less. Any amendment or modification must be properly recorded.

Section 6. Mortgages Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

Section 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Architectural Committee, or any other Owner in the tract. Such remedy shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

MOBY DICK LAND COMPANY

By: Marvin A. Melville

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On OCTOBER 9, 19 79, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Marvin A. Melville, known to me to be the President of MOBY DICK LAND COMPANY, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Bryan [Signature]
Notary Public

My Commission Expires:
5/14/83

Residing at: SALT LAKE COUNTY, UTAH

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