

RESTRICTIVE AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That WE, the undersigned, are the owners of all that certain real estate situated in Washington County, Utah, particularly described as follows: See attached Exhibit "A", for boundary description of

MAJESTIC VALLEY ESTATES SUBDIVISION

1. That all of the real property and all parcels and portions of said tract, and any conveyance covering or describing all or any part thereof by description, shall be subject to the following restrictions, protective covenants, and conditions; and that by the acceptance of any conveyance of any property in said tract the grantee or grantees therein and their heirs, executors, administrators, successors or assigns, covenant with the party hereto, his heirs and assigns and with the other grantees or subsequent owners of the property in said tract as to the property so described and conveyed in or by such conveyances as follows:

- a. All parcels in said tract shall be known and described as residential parcels and said tract or any part thereof or any structure placed thereon shall not be used for any commercial purpose.
- b. All residences must rest on and be attached to a permanent foundation. No mobile homes or trailer houses of any kind shall be used as residences on these premises.
- c. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any parcel any time as a residence either temporarily or permanently.
- d. Only the following vehicles may be regularly parked on a lot of the subdivision: automobiles of the private passenger class, trucks of the pickup class, or recreational vehicles. Any non-operating vehicles, construction, or farm-type equipment must be parked in an enclosed garage or shed. No resident parking is permitted on the street. The street is to remain clear for safety and visibility.
- e. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. City quiet hours and curfews shall be adhered to.
- f. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All other livestock kept on said premises shall not be of such great number as to constitute a public or private nuisance.
- g. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be

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kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

- h. All residences must have a minimum living area of 2,400 square feet if one story above the ground, or 1,600 on the main floor if more than one story above the ground, exclusive of open porches or attached garages.
- i. All residences shall be setback a minimum of 60 feet from the front property boundary.
- j. All residences must be constructed with at least a 2-car garage enclosed with garage doors. No carports are permitted.
- k. All exterior finishes must be of a neutral or earthtone color. (i.e. no bright pink stucco, etc.)
- l. All landscaping (including lawn, trees, and shrubbery) in front and side yards to the back of the house is to be complete within 1 year of the beginning of residence construction.
- m. If a fence is installed around the perimeter of a lot, it must be 3-rail white vinyl matching existing fencing.

2. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of three years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change said covenants in whole or in part.

3. If the parties hereto or any of them or their heirs or assigns or persons claiming under or through them or any other person, whether such person be the owner of any property in said tract or not, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

4. Invalidity of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this 8th day of September, 1997.

Peter L Belliston, Trustee

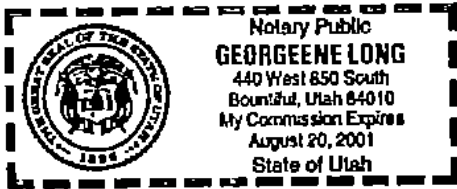
PETER L. BELLISTON, TRUSTEE
PETER L. BELLISTON FAMILY TRUST
DATED FEBRUARY 24, 1987

Karen P. Belliston, Trustee

KAREN P. BELLISTON, TRUSTEE
PETER L. BELLISTON FAMILY TRUST
DATED FEBRUARY 24, 1987

On this 8th day of September, 1997, before me, a Notary Public in and for the State of Utah, personally appeared PETER L. BELLISTON and KAREN P. BELLISTON, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same, as Trustees of the PETER L. BELLISTON FAMILY TRUST DATED FEBRUARY 24, 1987.

WITNESS MY HAND AND SEAL the day and year above written.



Georgeene Long
Notary Public for Utah
Residing at Bountiful, Utah

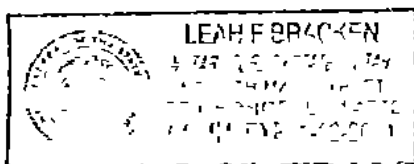
IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this 17 day of NOVEMBER, 1997.

Farnes G. Egbert
FARNES G. EGBERT

Kenn B. Egbert
KENN B. EGBERT

On this 17th day of November, 1997, before me, a Notary Public in and for the State of Utah, personally appeared FARNES EGBERT and KENN B. EGBERT, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND SEAL the day and year above written.



Leah F. Brocken
Notary Public for Utah
Residing at

EXHIBIT A

A PARCEL OF LAND, BEING ALL OF LOTS 1 AND 8, BLOCK 2 OF THE R.C. LUND ENTRY OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, and being further described as follows: BEGINNING at the Northeast corner of said Lot 8 said point being South 00°34'20" East 690.49 feet along the Section Line and South 89°39' 03" West 24.75 feet from the East 1/4 Corner of said Section 3 (Brass Cap) and running thence South 00°34'20" East 636.92 feet along the lot lines to the Southeast Corner of said Lot No. 1; thence South 89°36'43" West 639.25 feet along the lot line to the Southwest Corner of said Lot No. 1; thence North 00°41'18" West 637.36 feet along the lot lines to the Northwest Corner of said Lot 8; thence North 89°39'03" East 640.54 feet along the lot line to the point of Beginning.