

**SECOND AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS PERTAINING TO
VALLE DEL PADRES SUBDIVISION**

THIS SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS PERTAINING TO VALLE DEL PADRES SUBDIVISION is made and executed as of the 22 of September, 2001 by the undersigned duly authorized representatives of the Valle del Padres Homeowners Association, representing more than 70% of the members of the Association and a majority of the Owners and Mortgagees of record of certain real property within the subdivision, situated in Duchesne County, State of Utah, and more particularly described as:

Lots 1 to 52, inclusive, and E1 to E11, inclusive, of the Valle Del Padres Subdivision, according to the official plat thereof.

RECITALS:

- A. Declarants are the duly authorized representatives of a majority of the record owners of the identified Lots contained within the Subdivision.
- B. The subdivision is subject to certain reservations, restrictions, and protective covenants pursuant to Protective Covenants dated October 28, 1981, recorded March 22, 1982, as Entry No. 22297, in Book A-89, at Pages 269-271, of the official records of the County Recorder of Duchesne County, State of Utah. ("Initial Declaration"). Certain lots in the subdivision are also subject to the Amended and Restated Declaration of Protective Covenants pertaining to the Valle del Padres Subdivision recorded with the County Recorder of Duchesne County, State of Utah on or about September 22, 1997 ("the Restated Declaration").
- C. Declarants desire to amend and restate the Restated Declaration to provide for the protection of the natural beauty and to develop a harmonious and well-regulated cabin area, for preservation of values and amenities in the Subdivision, for maintenance of roadways, water systems, and other amenities, and for the promotion of the safety and enjoyment of each Owner of a part thereof. To this end and for the benefit of the Property and of the Owners thereof, Declarants desire to subject the Property to the covenants, restrictions and protective covenants hereinafter set forth. By so doing, the Restated Declaration shall be deemed merged into and superceded by this Declaration as to the lots subject to this declaration. Declarants acknowledge that the Initial Declaration shall remain in effect as to lots in the Subdivision which are not part of the Property subject to this Declaration, and as to relationships with owners of such lots.
- D. In order to efficiently preserve the values and amenities in the Subdivision, and to maintain and administer the Common Areas and amenities, to provide for maintenance of roadways, bridges, water systems and other amenities (if any) within the Subdivision, to collect and disburse assessments and charges relating to the lots which are the subject of this Declaration, and otherwise to administer and enforce the provisions of this Declaration, there has previously been incorporated under the laws of the State of Utah, a non-profit corporation known as the Valle Del Padres Homeowners Association.

NOW THEREFORE, for the foregoing purposes, Declarants hereby declare that all of the Property consisting of the lots identified above is, and shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the following restrictions, covenants, and conditions, which shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall enure to the benefit of each Owner thereof.

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Date 24-JAN-2002 12:58pm
Fee: 91.00 Check
CAROLYNE B. MADSEN, Recorder
Filed By CBM
For VALLE DEL PADRE HOMEOWNERS
DUCESNE COUNTY CORPORATION

ARTICLE I
DEFINITIONS

When used in this Declaration (including the foregoing portion hereof identifying the parties and the portion entitled "Recitals"), unless the context clearly indicates otherwise, the following terms shall have the meaning indicated.

- 1.1 "Association" shall mean and refer to the Valle Del Padres Homeowners Association, a non-profit corporation organized and existing under the laws of the State of Utah, its successors and assigns.
- 1.2 "Board of Trustees" shall mean the governing board of the Association appointed or elected in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association.
- 1.3 "Common Areas" shall mean and refer to:
- (a) all designated access roadways.
 - (b) all easements and rights-of-use for utilities and access over, and ingress and egress between the Lots included within the Property and Highway 40 (whether or not included within any Lot); and
 - (c) all improvements other than public utility lines now or hereafter constructed in the areas designated in (a) and (b) above.
- 1.4 "Declarants" shall mean or refer to the members of the Valle del Padres Homeowners Association acting through its authorized representative(s).
- 1.5 "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Protective Covenants pertaining to Valley Del Padres Subdivision as the same may be amended from time to time.
- 1.6 "Dwelling House" shall mean or refer to a structure or portion of a structure which is designed and intended for use in occupancy as a single-family residence or cabin and which is complete and ready for occupancy.
- 1.7 "Lot" shall mean and refer to any of the separately numbered parcels of land intended for building lots within the Subdivision, as shown on the Plat thereof, and which is subject to this Declaration.
- 1.8 "Manager" shall mean and refer to the person, firm or company, if any, designated from time to time by the association to manage, in whole or in part, the affairs of the Association and the Property.
- 1.9 "Member" shall mean or refer to every person or entity that holds membership in the association.
- 1.10 "Mortgage" shall mean any first mortgage or first deed of trust by which a Lot or any part thereof is encumbered.
- 1.11 "Mortgagee" shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage by which the interest of any Owner is encumbered or (ii) any successor to the interest of such person under such Mortgage.
- 1.12 "Owner" shall mean or refer to the owner of record (in the Office of the County Recorder of Duchesne County, Utah), whether or not one or more persons or entities, of a fee or undivided fee interest in any lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable legal concept or theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not include a mortgagee, a trustee or beneficiary under a Deed of Trust, or holder of a similar interest given merely as security before the performance of an obligation unless and until such party has acquired legal title of record pursuant to foreclosure or an arrangement or proceeding in lieu thereof.

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1.13 "Plat" shall mean and refer collectively to the subdivision plat of the Valle Del Padres Subdivision recorded in the Office of the County Recorder of Duchesne County, State of Utah, as the same may be amended from time to time.

1.14 "Property" shall mean and refer to lots 1-52, inclusive, and E1 - E11, inclusive, of the Subdivision.

1.15 "Subdivision" shall mean the Valle Del Padres Subdivision established by the Plat of record in the office of the County Recorder for Duchesne County, State of Utah.

1.16 "Quorum" for all purposes of this Declaration, a quorum shall be determined as set forth in paragraph 7.4, below.

ARTICLE II ASSOCIATION MEMBERSHIP AND VOTING

2.1 Membership. Every Owner of a Lot within the Property shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it is appurtenant. Any devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's membership interest in the Association and the rights appurtenant thereto. Membership shall begin automatically and immediately upon becoming an Owner, and shall terminate immediately and automatically upon ceasing to be an Owner. No person or entity other than an Owner may be a Member of the Association and membership in the Association may not be transferred except in connection with the transfer of a Lot.

2.2 Voting Rights. All Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist or be cast with respect to any Lot. Furthermore, voting rights shall be temporarily suspended for any Lot for which all assessments and other sums due to the Association have not been fully paid. Such voting rights shall be automatically reinstated upon full payment of all such assessments and any other sums due to the Association hereunder.

2.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as the Owners thereof may determine among themselves. A vote cast at any association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. The vote involved may be counted if prior to the conclusion of voting the objection is withdrawn of the Owners of such Lot all agree to the vote to be cast with regard to such Lot.

2.4 Initial Board of Trustees. At the meeting where the Members vote to adopt this Declaration and in accordance with the Articles of Incorporation and Bylaws of the Association, the Members of the Association shall elect the Board of Trustees to serve until the next annual meeting of the Association.

2.5 Amplification. The provisions of this Article II may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE III OWNERS' RIGHTS AND COMMON AREAS

3.1 Owners' Easements of Use and Enjoyment. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Areas, including, without limitation, a non-exclusive right

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and easement to use the private roadways shown on the Plat and included within the Common Areas for access, ingress, and egress to and from the Lots. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated there from. Such right and easement shall be subject to the following:

(a) The right of the Association to adopt, rescind, amend, and enforce rules and regulations governing the use of the Common Areas, and the Personal conduct of Owners and their guests thereon as hereinafter provided.

(b) The rights and easements set forth below in Article IV of this declaration.

ARTICLE IV OTHER EASEMENTS

4.1 Utility Easements. The Association shall have the right and power, without consent or approval of the Members, to grant such rights-of-way and easements for public utilities over any part of the Common Areas as the Board of Trustees may deem to be consistent with the best interests of the Owners generally and the intended uses of the Common Areas. The Association shall not have the right or power to grant any easement across any Lot of any Owner, except within the boundaries of the Common Area.

4.2 Current Easements. The Owners acknowledge the current existence of easements over the Lots for water and utility lines and roadways including, but not limited to, easements identified in the Plat, and easements existing by reason of historic use.

4.3 Additional Easements. The Owner of each Lot included within the Property subject to this Declaration hereby grants to the Association and each other Owner an easement of twenty five (25) feet on each side of the centerline of the existing roadways (but not private driveways) on the Lot of such Owner. Such easement shall be for the limited purposes of access to and from each Lot, and for the installation, operation, maintenance and replacement of public and private utilities for the benefit of and related to the development of the Subdivision (including but not limited to telephone, water, electricity). Each Owner further agrees to the reasonable relocation of such easement to the extent required by applicable county or governmental entities in connection with the use and development of the Subdivision for the purposes set forth herein; provided that such relocation does not unreasonably interfere with the use or enjoyment of any existing improvements to the Lot made by the Owner.

ARTICLE V OPERATION AND MAINTENANCE

5.1 Operations and Maintenance of Common Areas by Association. Subject to the rights and duties of Declarants and of the Owners set forth in this Declaration, the Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement, and upkeep of the Common Areas, including without limitation all roadways and bridges located within the Subdivision, the water distribution system providing culinary water to the Subdivision (excluding the lateral lines connected from each lot to the main distribution lines, which lateral lines are the responsibility of each Owner), and shall keep the same in good, clean, attractive, safe and sanitary condition.

5.2 Owner Maintenance of Dwelling Houses. Each Owner shall keep the Lot(s) owned by such Owner, and all improvements therein or thereon, in good order and repair and free and clear of debris (except such timber, brush, foliage, and other vegetation naturally occurring or present upon the Property), all in a manner consistent with good property management for a mountain cabin area, and so as not to detract from the appearance of the Property or to adversely affect the value or use of any other Lot or Dwelling House.

5.3 Trash Collections, Snow Removal, and Other Public Services. During any period of time when the Property or the Lots shall be ineligible, by reason of the private nature of the roadways included within the Common areas, to receive trash collection, snow removal, culinary water, or other municipal or public services from Duchesne County or any other governmental authority as may then be responsible for providing such public services in the area

of the Property, the Association shall provide for basic road maintenance (not including graveling or paving) and culinary water (April 1 thru October 31) upon the Property and to the Lots and the Owners thereof. Additionally, during any such period of time, the Association may, but shall not be required to, provide such trash collection, snow removal, culinary water (April 1 thru October 31), and other public services upon the Property and to the Lots and the Owners thereof, as the Association may, in its discretion, determine.

5.4 Water. Notwithstanding anything contained in this Article V to the contrary, no Owner shall be entitled to have water supplied to such Owner's Lot or Lots unless and until such Owner owns, for each Lot to receive water, either: (i) water rights for the type, quantity and duration of the intended use authorized by law to be diverted for use on such Lot from the well which serves the Subdivision; or (ii) stock in a Water Company (which may be hereafter formed) which holds such a water right; provided that such Owner must also be current on the payment of all assessments hereunder and from such Water Company. Stock in the Water Company must be acquired from such corporation or its shareholders on terms and conditions required by such corporation or its shareholders.

5.5 Rules and Regulations. The Association shall have the power and the authority to promulgate, rescind, amend, and enforce reasonable rules and regulations governing the use of the Common Areas; provided, however, that such rules and regulations shall be consistent with the rights and obligations established by this Declaration. The Association shall furnish to each Owner copies of all such rules and regulations promulgated by the Association, and copies of all amendments thereto and rescissions thereof.

5.6 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from such right or privilege.

ARTICLE VI ASSOCIATION'S INSURANCE AND TAXES

6.1 Insurance for Association. The Association may obtain and maintain at any time, or from time to time, as the Board of Trustees determines appropriate, such liability, fire and casualty, workmen's compensation, or other insurance as the Board of Trustees may in its discretion determine to be in the best interest of the Association. Exclusive authority to adjust losses under policies hereafter purchased and maintained by the Association hereunder shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

6.2 Taxes and Assessments on Common Areas. The Association shall pay all taxes, assessments, charges and impositions of any kind or nature, which are lawfully assessed or imposed by any governmental or public authority with respect to the Common Areas, and personal property (such as road maintenance equipment) owned by the Association.

ARTICLE VII ASSESSMENTS

7.1 Covenants to Pay Assessments. Each Owner of any Lot, by acceptance of instruments of conveyance and transfer thereof, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all annual and special assessments, such assessments to be fixed, established, levied, and collected from time to time as hereinafter provided. No Owner may exempt himself/herself or his/her Lot from liability from payment of the assessments provided for herein or diminish the amount of such liability by waiver or non-use of his/her rights concerning the Common Areas or of services and amenities provided by the Association or by abandonment of his/her Lot.

7.2 Purpose of Assessments. The annual and special assessments levied by the Association hereunder shall be used exclusively to provide the health, safety, and welfare of the residents of the Lots within the Subdivision, to operate, maintain and improve the Common Areas, and a water system for the Subdivision, and to perform any other functions which the Association is obligated or permitted to perform under this Declaration. Such special assessments may include reasonable connection fees for costs incurred by the Association for the connection

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or hook-up for any Lot desiring a connection to the water system operated by the Association. Without limiting the generality of the foregoing provisions of this Section 7.2, the uses made by the Association of assessments collected hereunder may include, among other things, payment of the costs of the following: taxes and special assessments; all insurance that the Association is permitted to maintain hereunder; wages and fees and related expenses for the services of such persons as the Association determines to be necessary or desirable for the proper performance of its functions hereunder, whether such persons are furnished or employed directly by the Association or by any person or entity with whom the Association contracts; legal and accounting services necessary in connection with the operation of the Subdivision or the Association and the enforcement of this Declaration; acquisition of supplies and equipment to be used in performing the Association's operations; water, snow removal and other necessary or desirable utilities or public services for the Common Areas or for the common use and benefit of the Owners as herein provided; acquisition or purchase of water or water rights to supplement water otherwise available to the Association; any deficit remaining from a previous period; creation for a reasonable contingency, reserve, surplus and/or sinking fund; and any other expense necessary or desirable to enable the Association to perform or fulfill its obligations, purposes, or functions under this Declaration or its Articles of Incorporation.

7.3 Rate of Assessments. All assessments, both annual and special, shall be determined by the majority vote of the Members entitled to vote thereon at a meeting at which a quorum is present. All annual and special assessments shall be fixed at an equal amount for all Lots.

7.4 Quorum Requirements. The quorum required for any action authorized by Section 7.2 above shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of Members in the Association. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which time a quorum shall be one-half of the quorum, which was required in the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

7.5 Notices and Meetings. The Association shall give written notice of any proposed annual or special budget meeting to each Owner and shall thereafter hold a meeting with the Owners in conjunction with and to consider the proposed annual budget or special assessment. Said notice of the proposed annual budget or special assessment shall set forth the date, time and place for the meeting, which meeting shall be held not more than thirty (30) nor less than ten (10) days after mailing of such notice to the Owners.

7.6 Interest. All unpaid portions of any annual or special assessment shall bear interest at the rate of one percent (1%) per month from the date of such portions become due until paid.

7.7 Lien for Assessments. All sums assess to or levied against any Lot by the Association pursuant to the provisions of this Article VII, together with interest thereon and costs of collection thereof as herein provided, shall be secured by a lien on such Lot in favor of the Association. To further evidence such liens for sums assessed pursuant to this Article VII, the Association may (but shall not be obligated to) prepare a written notice of lien setting forth the amount of the assessment, the date or dates due, the amount remaining unpaid, a description of the Lot, and the name of the record Owner thereof. Such notice shall be signed and acknowledged by a duly authorized officer or by the Manager of the Association and may be recorded in the Office of the County Recorder for Duchesne County, State of Utah. No such notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien shall exist solely by reason of this Declaration, and the preparation and recording of any such notice of lien shall not be required in order to create or perfect such lien, but shall be solely at the discretion and for the convenience and better protection of the Association. The Association may enforce such lien by judicial foreclosure in the same manner in which Mortgages on real property may be foreclosed under Utah law. In any such foreclosure, the Owner of the Lot involved shall be required to pay all costs and expenses incurred by the Association in such proceeding, including court costs and reasonable attorney's fees, and such costs and expenses shall be secured by the lien being foreclosed.

ARTICLE VIII
RESTRICTIVE COVENANTS

8.1 Buildings. No more than one Dwelling Unit and one garage shall be erected on any Lot. No structures of any kind shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure upon the Lot have been approved by the Architectural Committee (see 8.12).

8.2 Outside Plumbing. All Dwelling Units erected on the Property after the date of this Declaration shall have inside plumbing and shall have a septic tank in connection therewith. No out buildings shall be constructed or used for waste or sewage purposes unless such structure is self-contained.

8.3 Type of Dwellings. No basement house, shack, garage, barn, mobile home (excluding recreational camping) or other outbuildings shall at any time be used as a residence. The construction plans and specifications and a plan showing the location of any permanent structure upon the Lot must have the approval of the Architectural Committee (see 8.12).

8.4 Set Back Requirement. After the date of this declaration, no dwelling house or garage shall be erected or placed on the Property nearer than twenty-five (25) feet from the exterior line of the Lot upon which such dwelling house or garage is erected, including porches, garages, cornices, spouting, chimneys, and ornamental projections.

8.5 No Businesses. No commercial business of any description shall be conducted upon the Property or in connection therewith.

8.6 Animal - Pets. No animals or fowls of any kind shall be raised or bred on any Lot except dogs, cats or other household pets; and these may not be bred or maintained for any commercial purpose. However, special permission may be secured from the Architectural Committee (see 8.12) for the Owners of a Lot to keep a horse, goat, sheep, etc. on a Lot, provided special standards and considerations are first complied with and approved by the Committee. Before such consideration and permission are given, approval must be obtained from the Committee as to standards of corralling, fencing, drainage, numbers of animals, location, etc. If the Owner of a Lot presents to the Committee written detailed specifications, and agrees to comply with the Committee's then existing requirements relating to the keeping of certain animals on the Lot, the Committee will approve the request. All animals, livestock, and poultry shall be maintained in a proper manner and in accordance to provision 8.7. Furthermore, more than three household pets will require the approval of the Committee.

8.7 Peaceful Use. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be an annoyance or nuisance to the Subdivision. No motorcycle, mountain bike, all-terrain vehicle or other off-road vehicle shall be permitted in the Subdivision except on the Common Area roadways, or except with the consent of the Owner of the Lot on which they are located.

8.8 Trashes; Unsightliness. Every Owner will provide closed containers for garbage, paper, and other waste, and will not permit the same to accumulate upon such Owner's Lot. Every Owner shall remove and dispose of all trash, ashes or other refuse from such Owner's Lot. Unsightly collections of leftover building materials, mechanical or recreational equipment, or any untidy objects, which lessen the beauty of the area, will be subject to review by the Committee.

8.9 No Subdividing. All Lots shall be maintained in their original size and shape, and no Lot or tract shall be divided, subdivided, or partitioned.

8.10 Minimum Size. No Dwelling shall be permitted on any Lot with an area on the ground floor of less than 750 square feet; provided, however that if it contains at least a single car garage, the minimum shall be 900 square feet.

8.11 Destruction. In the event fire or other casualty destroys any structure either partly or wholly, such structure shall promptly be rebuilt or remodeled to conform to the covenants contained herein, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the Subdivision.

8.12 Architectural Committee. In order to assure reasonably attractive home and rustic appearance, the Board of Trustees of the Association shall designate an Architectural Committee, composed of three (3) Members. No grading, building or other improvement shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure upon the Lot have been approved by such Architectural Committee as to harmony of external design with existing structures and the mountain environment, and as to location in respect to topography and finish grade elevation. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of a member of the Committee, the Board of Trustees of the Association shall have full authority to designate a successor. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for services to the Committee.

8.13 Procedure. Construction plans and specifications and a plan showing the location of the structure upon the Lot should be submitted to the Board of Trustees of the Association which will then forward them to the Architectural Committee for approval. The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin or prohibit the construction has been commenced prior to the completion of such construction, approval will not be required and all construction done as described in such plans and specifications shall be deemed to be in compliance herewith.

ARTICLE IX LIMITATION ON LIABILITY-INDEMNIFICATION

9.1 Limitation on Liability. The officers, Trustees, and Members of the Association shall not be held personally liable for the debts and obligations of the Association. No officer or Trustee or committee member of the Association shall be personally liable to the Association or its Members for monetary damages for any action taken or any failure to take any action as officer or Trustee, except that the limitation of liability contemplated in this Article IX shall not extend to (1) the amount of a financial benefit received by an officer or Trustee or committee member to which he or she was not entitled, (b) an intentional infliction of harm on the Association or its Members, and (c) matters as to which the officer or Trustee or committee member shall be adjudged in an action, suit, or proceeding to be liable for negligence or misconduct in the performance of the duty of the officer or Trustee or committee member.

9.2 Indemnification. The Association may indemnify any of its officers, Trustees, committee member and Members, to the extent provided for in the Articles or Bylaws of the Association or otherwise permitted by law.

ARTICLE X GENERAL PROVISIONS

10.1 Term. These covenants are to run with the land and should and shall be binding upon all parties and the persons claiming under them for a period until December 31, 2002 after which said covenants shall be automatically extended for successive periods of one (1) year unless, prior to such automatic extension, an instrument approved by not less than seventy percent (70%) of qualified voter Members of the Lots on the date of such instrument has been recorded in the office of the County Recorder of Duchesne County, State of Utah, agreeing to modify said covenants in whole or in part.

10.2 Amendments. Except where specifically provided otherwise herein, this Declaration may be amended by an instrument approved by not less than seventy percent (70%) of qualified voter Members of the Lots on the date of such amendment. All amendments must be recorded with the County Recorder for Duchesne County, State of Utah.

10.3 Enforcement. The undersigned, their successors or assigns, or any Owner or Owners, their heirs, successors, or assigns, shall have the right to sue for and obtain legal or equitable relief, including without

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limitation injunction order for specific performance, to prevent the breach of or to enforce the restrictions and covenants set forth in the Declaration, or to recover damages for violations hereof. This right shall be in addition to all other rights and remedies available to such persons.

10.4 Waiver. No failure to enforce any of the restrictions, agreements, or covenants herein shall operate as a waiver of the right to enforce the same.

10.5 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration has been executed by the undersigned as of the day and year first above written.

DECLARANTS:

Valle Del Padres Homeowners Association

By: *[Signature]*

Its: President

By: *[Signature]*

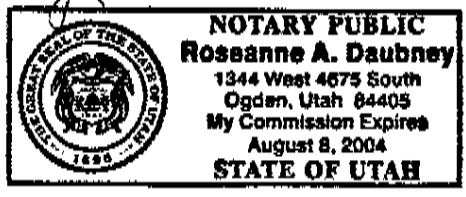
Its: Secretary

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State of Utah :
: SS
County of Davis :

I, Roseanne A. Daubney, a notary public, do hereby certify that on this 18 day of October, 2001, personally appeared before me Stanley Stevens, as President of the Valle del Padres Subdivision, who being first duly sworn by me, declared that (s)he signed the foregoing Second Amended and Restated Declaration of Protective Covenants Pertaining to Valle Del Padres Subdivision and that the statements therein contained are true and correct.

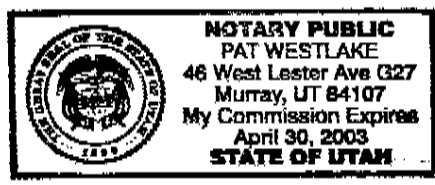
Roseanne A Daubney



State of Utah :
: SS
County of Salt Lake :

I, Pat Westlake, a notary public, do hereby certify that on this 2nd day of January, 2002, personally appeared before me LoAnn Wynne, as Secretary of the Valle del Padres Subdivision, who being first duly sworn by me, declared that (s)he signed the foregoing Second Amended and Restated Declaration of Protective Covenants Pertaining to Valle Del Padres Subdivision and that the statements therein contained are true and correct.

Pat Westlake



Notary Public
Notary Public PAT WESTLAKE

ENTRY NO. 222377 DATE 3-22-82 TIME 9:42 AM BOOK A-89 PAGE 269-271
 FEE \$ 8.00 RECORDED AT REQUEST OF Unit Leland Little
Madison W. Busch DUCHESNE COUNTY RECORDER DEPUTY

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

We, the owners of the following described property:

Lots 1 to 76, both inclusive, VALLE DEL PADRES SUBDIVISION
 of Duchesne County, State of Utah.

in consideration of the premises and as part of the general plan for improvement of said property do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until the year 2001, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs or assignees, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated on the above described tract to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

4. All above described lots in the tract shall be known and described as single residential lots.

5. No buildings shall be erected, placed or altered on any building plot in the above described property until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of at least two of the following, M. Paul Nertlich or Nicholas M. Robertson, or Bill Wilkerson, or Howard L. Jensen, or Kirt M. Olsen, or by a representative designated by a

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majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on or after the year 2001. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then recorded owners of a majority to the lots above described and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than 50 feet to the lot line, including porches, garages, cornices, spoutings, chimneys, and ornamental projections.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

8. No basement, tent shack, garage, barn or other outbuilding erected in the same tract shall at any time be used as a residence temporarily or permanently, nor shall be structure of a temporary character be used as a residence.

9. The ground floor area of any dwelling permitted on any of the above described lots shall be approved by committee as in paragraph 5.

10. Easements over the rear, front or center of the above named lots for irrigation ditches, utility installation and maintenance, as specified on recorded plat, and seller, buyers contract or as presently existion.

11. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

12. No dwelling shall be permitted on any lot with area on ground floor of less than 750 sq. feet provided, however that in addition it contains at least a single car garage, otherwise the minimum shall be 900 sq. feet.

13. No animals of any kind shall be raised, bred or kept on the lot except dogs, cats or other household pets and these may not be kept, bred, or maintained for any commercial purpose. However, special permission may be secured from the committee for the buyer or owners of lot to keep a horse, goats, sheep, etc. on lot provided special standards and considerations are first complied with and approved by the committee. Before such consideration and permission is given, the committee will want to know what standards of corralling, fencing, drainage, numbers of animals, location, etc., the buyer or owner is proposing for lot. If the owner of lot presents to the committee detailed specifications written out and compliance agreed upon pertaining to the keeping of certain animals on the property, the committee will give positive consideration to the request. All animals, live-stock and poultry shall be maintained in proper manner and in accordance to provision #7. Furthermore, dogs, cats, etc. more than three will need the approval of committee in page 1 #5.

14. No boats, snowmachines, vehicles such as or similar to campers or any other similar equipment may be stored on any part of lot except in a screened service yard, garage or other such enclosure.

15. In the event any structure is destroyed either partly or wholly by fire or other casualty, such structure shall be promptly rebuilt or remodelled to conform with the covenants contained herein, or all remaining portions of the structure, including foundations, and ail debris, shall be promptly removed from the property.

Executed this 28th day of October, 1981.

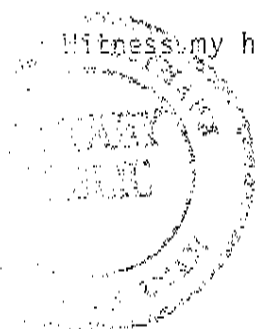
Nicholas M. Robertson

Nicholas M. Robertson

STATE OF UTAH)
COUNTY OF WASATCH) ss.

The foregoing instrument was acknowledged before me by Nicholas M. Robertson this 28th day of October, 1981.

Witness my hand and official seal.



Francis [Signature]

Notary Public
Residing in Heber City, Utah
My commission expires: 7/27/84