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WHEN RECORDED MAIL TO:

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185 South State Street
Suite 1300
Salt Lake City, Utah 84111

Patricia Dizon
Patricia Dizon
County Clerk

12/00

DEC 5 11 46 AM '84

KATHLEEN DIXON
COUNTY CLERK
SALT LAKE COUNTY, UT

DECLARATION OF EASEMENTS

THIS DECLARATION (the "Declaration") is made and entered into this 27th day of October, 1984, K. M. BRADY and FAYE N. BRADY, man and wife, HOWARD A. STEPHENSON and JULIE S. STEPHENSON, man and wife, and DAVID E. GEE and JANICE A. GEE, man and wife (the "Owners").

RECITALS

A. Owners own the tracts of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").

B. The Property will be divided into lots (the "Lots") identified on Exhibit "B" to be owned by the Owners as set forth on said Exhibit. The Lots in the aggregate comprise all of the Property.

C. Owners desire to create certain easements and rights across the Property for the benefit of the Lots and to create certain restrictions with respect to the Property.

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NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein, Owners hereby adopt the following easements and burdens:

1. Definitions. As used in this Declaration:

(a) "Party" means each person executing this instrument and its heirs, assigns and successors in interest as the same may be shown by records of the County Recorder of Salt Lake County, State of Utah, as of the date of the exercise of the powers granted hereunder or the performance of or failure of performance by such Parties of the obligations created by this Agreement.

(b) "Parties" means all of the persons who are a Party, taken in the aggregate.

2. Grant of Easement. Owners hereby establish a nonexclusive easement (the "Easement") for vehicular and pedestrian purposes and for the passage of utility lines and pipes of all types across the Property, the location of which shall be the "Easement Area," as described on Exhibit "C." The Easement shall exist for the purpose of furnishing access and the right of access for the Benefitted Parties between the public streets and the Lots; provided that the foregoing right of access shall be limited to use for such purposes and to such extent as may be customary in the use of the Lots for residential purposes and construction of residential improvements on the Lots. The Easement shall benefit each of the Parties and their respective guests, invitees, successors and assigns (all of the foregoing constituting the "Benefitted Parties"). No access shall be allowed between the Easement Area and any land which is not a portion of the Property. The cost of

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maintaining the Easement Area shall be borne by the Owners of the Lots, twenty percent (20%) of the cost to be allocated to the Owner of each such Lot. Decisions regarding maintenance will be made by a majority of the owners of the Lots, with each Lot being granted one vote. Decisions as to new capital improvements must be made by and paid in accordance with a scheme agreed upon by all of the Parties.

3. Restrictions. The following restrictions shall burden the Lots:

(a) Use of Lots. All Lots are restricted in use to one (1) single-family residential house ("Living Units"); provided, however, that a portion of a Living Unit can be used to conduct a business or profession if: (i) such use is approved by all appropriate governmental and quasi-governmental bodies having jurisdiction over such matters; and (ii) such use is of a type traditionally conducted in a single-family residence. Under no circumstances shall a Living Unit be used for other than a single-family residence except for occupancy by members of an extended family (all persons being related by blood or marriage) and for occupancy by servants and gardeners. No Lot or Living Unit shall be used, occupied or altered in violation of law, so as to detract from the appearance or value of any other Lot or Living Unit, so as to create a nuisance or interfere with the rights of any other Party. No aluminum foil, newspapers, or any other similar materials may be used to cover the windows in any Living Unit or other structure.

(b) Recreational Vehicles. Boats, trailers, and campers shall be parked only within the Lot of the owner concerned. When parked within a Lot, such boats, trailers, campers, and similar vehicles shall be kept in an enclosed structure or screened from view.

(c) Animals. The Owner of a Lot may keep small household pets (i.e., dogs and cats), not more than three (3) large animals being raised for the Owners use only (i.e., horses, livestock, etc.) and small non-domesticated birds on the Lots. No other animals shall be kept or allowed on any Lot. Whenever a permitted animal is allowed to leave a Lot it shall be either on a leash or

in a cage. No animals of any kind shall be raised, bred or kept for any commercial purpose. Any building housing animals must be located thirty (30) feet from any common boundary.

(d) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Lots and no odors shall be permitted to arise therefrom so as to render any part of the Lots unsanitary or unsightly or which would be offensive or detrimental to any other part of the Property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the Property so as to be offensive or detrimental to any other part of the Property or to the occupants thereof.

(e) Unsightly Articles. No unsightly articles shall be permitted to remain on a Lot so as to be visible from any other Lot. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container, and any such container shall be kept within an enclosed structure or appropriately screened from view. No metals, bulk materials or scrap, or refuse or trash shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or when appropriately screened from view.

(f) Signs. No sign of any kind shall be displayed to the public view, except such signs of customary and reasonable dimensions as may be displayed on a Lot advertising a Lot or Living Unit for sale or lease. Display of any "for sale" or "for lease" sign more than two (2) feet by one and one-half (1 1/2) feet shall require the prior written approval of the other Parties. A residential identification sign for a Lot is permitted but should not exceed two (2) square feet in surface area.

(g) No Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires except for weed control as permitted by ordinances shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace.

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(h) Motorbikes. All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only on established streets and parking areas and are specifically prohibited from all other portions of the Property.

(i) Weed Control. Each Lot owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and other flammable materials on his Lot so as to minimize fire and other hazards to surrounding Lots and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, livestock, land or the public health.

(j) Temporary and Other Structures. Structures of a temporary nature, trailers, basement houses, mobile homes, tents, or shacks shall not be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on the Property at any time. All structures must be set back at least thirty (30) feet from the Easement Area and fifteen (15) feet from any common boundary between the Lots. No satellite dish shall be allowed within sixty (60) feet of the Easement Area.

(k) Chimneys. All wood or coal burning chimneys will be equipped with appropriate spark screens.

(l) Storage Tanks and Utility Lines. All fuel tanks, water tanks, or similar storage facilities shall either be constructed as an integral part of a Living Unit or shall be installed or constructed underground. All utility services, including but not limited to, phone lines, power lines, and water and sewer lines shall be located underground.

(m) Fences. No solid fence over three (3) feet high shall be located within thirty (30) feet of the Easement Area.

(n) No Further Subdividing. No Lot may be further subdivided.

(o) Driveways. Each Lot shall be allowed two (2) driveway entrances, not to exceed twenty (20) feet wide to the Easement Area.

4. Duration. This Declaration and each easement, covenant, restriction, and undertaking of this Agreement shall be perpetual.

5. Modification. This Declaration and any easement, covenant, restriction or undertaking contained herein may be terminated, extended, modified, or amended as to the whole of the Lots or any portion of them, with the unanimous consent of the Parties.

6. Not A Public Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Declaration will be strictly limited to and for the purpose expressed here.

7. Mutuality; Reciprocity Runs With Land.

(a) Each and all of the easements, restrictions, covenants and rights granted or created herein are appurtenances to the Property and the Lots and none of the easements, restrictions, covenants and rights may be transferred, assigned, or encumbered except as an appurtenance to such Property and the Lots. For the purposes of the easements, restrictions and rights, the Property and the Lots benefitted will constitute the dominant estate, and the Property and the Lots burdened by such easements, restrictions, and rights will constitute the servient estate.

(b) Each and all of the covenants, restrictions, conditions, and provisions contained in this Agreement (whether affirmative or negative in nature) are made for the direct, mutual and reciprocal benefit of the Property and the Lots; will create mutual equitable servitudes upon each Lot in favor of the other Lots; will constitute covenants running with the land; will bind every person

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having any fee, leasehold, or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition or provision is to be performed on such portion; and will inure to the benefit of the Parties and their respective successors and assigns as to their respective Lots.

8. Miscellaneous Provisions.

(a) The Parties do not by this Declaration, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

(b) Each Party shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond such Party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services or acts of God.

(c) Failure of a Party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be construed as a waiver for the future of any such provision or option. No provision of this Declaration shall be deemed to have been waived unless such waiver be in writing signed by each other Party.

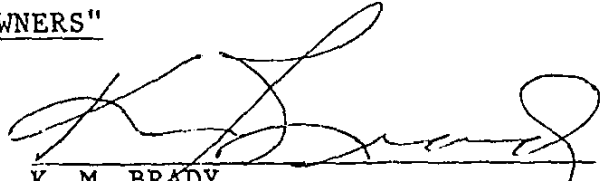
(d) If any provision of this Declaration or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

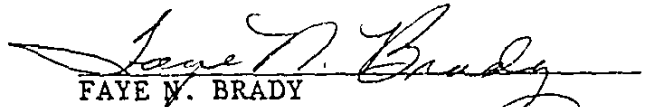
(e) Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors and assigns.

(f) This Declaration shall be construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

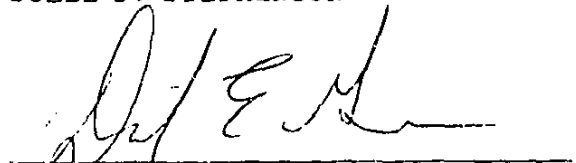
"OWNERS"

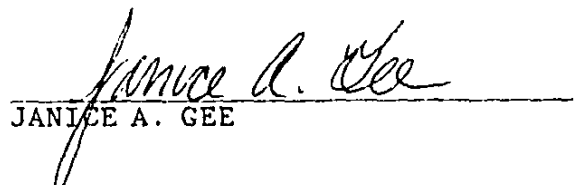

K. M. BRADY


FAYE N. BRADY


HOWARD A. STEPHENSON


JULIE S. STEPHENSON

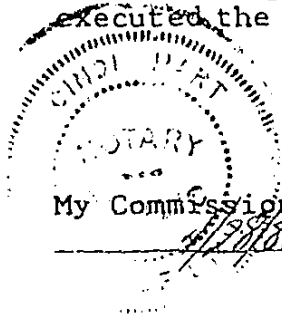

DAVID E. GEE


JANICE A. GEE

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

On this 27th day of October, 1984, personally appeared before me HOWARD A. STEPHENSON and JULIE S. STEPHENSON, man and wife, and DAVID E. GEE and JANICE A. GEE, man and wife, signers of the foregoing Declaration, duly acknowledged to me that they executed the same.

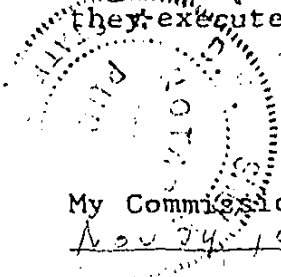


My Commission Expires: 11/28/88

Howard A. Stephenson
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

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

On this 1st day of November, 1984, personally appeared before me K. M. BRADY and FAYE N. BRADY, man and wife, signers of the foregoing Declaration, duly acknowledged to me that they executed the same.



My Commission Expires: Nov 24, 1985

K. M. Brady
NOTARY PUBLIC
Residing at: Sandy, Utah

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EXHIBIT "A"

TRACT 1: Beginning at a point which is North 0°04'04" East 1386.00 feet from the center of Section 5, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°55'56" East 268.34 feet; thence South 0°04'04" West 374.44 feet; thence North 87°27'02" West 160.41 feet; thence South 67°51'31" West 116.75 feet; thence North 0°04'04" East 411.62 feet to the point of beginning. Contains 2.33 Acres.

TRACT 2: Beginning at a point which is North 0°04'04" East 1386.00 feet and South 89°55'56" East 398.63 feet from the center of Section 5, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°04'04" West 346.07 feet; thence South 61°57'34" West 66.76 feet; thence North 87°27'02" West 71.47 feet; thence North 0°04'04" East 374.44 feet; thence South 89°55'56" East 130.29 feet to the point of beginning. Contains 1.105 Acres Gross, 1.00 Acre Net.

TRACT 3: Beginning at a point which is North 0°04'04" East 1386.00 feet and South 89°55'56" East 398.63 feet from the center of Section 5, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°55'56" East 401.37 feet; thence South 0°04'04" West 60.35 feet; thence South 50°33'48" West 318.44 feet; thence South 61°57'34" West 176.48 feet; thence North 0°04'04" East 346.07 feet to the point of beginning. Contains 2.00 Acres Gross, 1.68 Acres Net.

EXHIBIT "B"

All of Lots 1, 2, 3, 4 and 5, POTAWATOMI SUBDIVISION, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

EXHIBIT "C"

Beginning at a point which is North $0^{\circ}04'04''$ East 1386.00 feet and South $89^{\circ}55'56''$ East 233.34 feet from the Center of Section 5, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence South $89^{\circ}55'56''$ East 566.66 feet; thence South $0^{\circ}04'04''$ West 35.00 feet; thence North $89^{\circ}55'56''$ West 536.66 feet; thence South $0^{\circ}04'04''$ West 162.33 feet; thence along the arc of a 40.00 foot radius curve to the right 198.60 feet; thence North $0^{\circ}04'04''$ East 123.60 feet to the point of beginning.

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