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RESTRICTIVE COVENANTS FOR NORTH MILLCREEK HEIGHTS SUBDIVISION,
SALT LAKE COUNTY, STATE OF UTAH.

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JOHN E. PAPANIKOLAS and KATHERINE PAPANIKOLAS, his wife; E. L. GANNON and FLORENCE M. GANNON, his wife; GLEN H. BREEKE and EDITH H. BREEKE, his wife; H. B. HAKLE and WYTH B. HAKLE, his wife; and FLORENCE HANCOCK, a corporation.

TO WHOM IT MAY CONCERN:

We, the owners of the following described property:

"Lots 1 to 52, inclusive, North Millcreek Heights Sub-division, Salt Lake County, State of Utah."

have caused the above land to be subdivided and platted into lots, blocks and streets, which subdivision is designated and known as North Millcreek Heights Subdivision, said plat having been accepted and approved by the Board of County Commissioners, Salt Lake County, on September 9, 1946, and filed in the office of the County Recorder of Salt Lake County, State of Utah, on September 19, 1946.

NOW, THEREFORE, we, the owners of all the above described property, in consideration of the premises and as part of the general plan for improvement of said North Millcreek Heights Subdivision, 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 January 1, 1971, 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 assigns, 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 subdivision to prosecute any proceedings at law or in equity 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. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All lots in the subdivision shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

5. No building shall be erected, placed or altered on any building plot in this subdivision 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of John E. Papanikolas, E. L. Gannon, Grantville Wilson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the 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 enforce 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 shall not to have been fully complied with. Failure to comply with such covenant shall be deemed a breach of this covenant and the designated representative shall be deemed to have approved such design and location. The designated representative shall be deemed to have approved such design and location if its designated representative fails to file with the County Recorder of Salt Lake County, Utah, the approval described in this covenant within the time specified in this

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date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No building shall be located nearer the front lot line nor nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than twenty-five feet to the front lot line, excluding porches, cornices, spoutings, chimneys, and purely ornamental projections, nor nearer than fifteen feet to any side street line, excluding porches, cornices, spoutings, chimneys, and purely ornamental projections. No building except a detached garage or other outbuilding located seventy feet or more from the front lot line shall be located nearer than five feet to any side lot line. No residence ~~erected on any lot~~ shall be erected on any lot farther than thirty-five feet from the front lot line.

7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than fifty feet at the front building setback line except that a residence may be erected or placed on Lots Nos. 47, 48, 49, 50 and 51 as shown on the recorded plat.

8. 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 an annoyance or nuisance to the neighborhood.

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

10. No dwelling costing less than \$4000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 300 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half or two-story structure.

11. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.


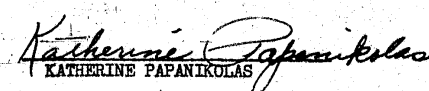


12. No person of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

13. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling.

14. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has been first passed through an absorption field approved by the health authority.

15. No permanent provision shall be made on any lot for the raising of poultry, or the housing of cows, horses or other livestock.

16. No trash, ashes or other refuse may be thrown or dumped on any lot in the subdivision.

 JOHN E. PAPANIKOLAS	 KATHERINE PAPANIKOLAS
 E. L. CANNON	 FLORENCE M. CANNON

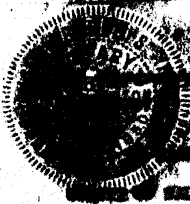
COUNTY OF

On the



COUNTY OF SALT LAKE

On the 21st day of December A.D. 1946, personally appeared E. B. HAKKE and IRVIN E. HAKKE, his wife, the signers of the above instrument, the said IRVIN E. HAKKE being the same.



Expires: 1950.

Recording at Salt Lake City, Utah

COUNTY OF SALT LAKE

On the 23rd day of December, 1946, personally appeared

known to me to be the [Signature] of IRVIN E. HAKKE and IRVIN E. HAKKE COMPANY, a corporation of the State of Utah, and

known to me to be the [Signature] of IRVIN E. HAKKE COMPANY, a corporation of the State of Utah, and did say that the [Signature] was a duly authorized officer of the corporation by authority of a resolution of the board of directors of the corporation.

Each duly authorized officer of the corporation has read the foregoing instrument and has acknowledged to me that he is the author of the same.



FIRST SECURITY TRUST CO.

DEC 24 1946

Notary Public for the State of Utah
Carmelia E. Lundquist
512 526-2235-2-8