

CONTRACTS FUNDING AND MORTGAGE EXCHANGE  
A Utah Corporation

PROTECTIVE COVENANTS

-To-

WHOM IT MAY CONCERN

WHEREAS, Contracts Funding and Mortgage Exchange, a Utah Corporation, hereinafter referred to as the Company, is the owner of the following described real estate situated in Salt Lake County, State of Utah:

JORDAN MOBILE HOME ESTATES, a mobile home subdivision of the Northwest corner of Section 26, Township 2 South Range 1 West, Salt Lake Base and Meridian.

WHEREAS, the said owner is desirous of creating certain restrictions and covenants running with the land upon the above described property for the purpose of restricting and governing the use of the real property described.

NOW, THEREFORE, the said owner, Contracts Funding and Mortgage Exchange, hereby declares and agrees that the following restrictions are hereby created and declared to be covenants running with the title and land, and each part thereof, and that all who purchase said property or any part thereof, in consideration of such purchase and use thereof, shall receive title to the same subject to the following reservations, restrictions and covenants:

1. SUBDIVISION CONTROL COMMITTEE. The Subdivision Control Committee shall be appointed by the Company and shall consist of at least three or more persons. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The West Jordan Planning and Zoning Commission shall have the power and right to perform all functions reserved by the Subdivision Control Committee in the event of said Committee's dissolution or voluntary refusal to assume the responsibilities in this document set forth.

2. SUBDIVISION CONTROL COMMITTEE PROCEDURE. No building, mobile home, addition, accessory, fence wall or other structure or improvement shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, location on lot and approximate cost of such structure or improvement, and a plan for paying for same, have been submitted to and approved in writing by the Company or its designated Subdivision Control Committee. The Company's or the Committee's failure to give notice of its disapproval in writing of such plans and specifications within thirty days after receipt thereof by the Company or Committee shall be deemed to constitute its approval thereof.

Recorded OCT 20 1970 at 4:27 P. m.  
Request of NATIONAL FIRE INSURANCE CO  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ 6.00 By *[Signature]* Deputy  
Ref. \_\_\_\_\_

2354997

3. LAND USE AND BUILDING TYPE. All lots shall be used exclusively for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than a mobile home accessory use buildings such as a storage and or garages or carports.

4. MOBILE HOME AGE SIZE AND CONDITION. No mobile home older than six (6) years, meaning six years from the date manufactured, nor less than ten feet wide nor less than forty feet long, with a total of not less than 500 sq. feet, nor in poor condition and appearance at the sole discretion of the Company or the Subdivision Control Committee shall be allowed in the Jordan Mobile Home Subdivision without the written approval from the Company or the Subdivision Control Committee. No mobile home may be placed on any lot until approved in writing by the Company or the Subdivision Control Committee as to size, age, condition and appearance.

5. FRONT, SIDE AND REAR YARD SET-BACK. No mobile home, its extensions or add-ons, nor any other building shall be located on any lot nearer than twenty (20) feet to the front lot line, nor nearer than eight (8) feet to a side lot line, nor nearer than fifteen (15) feet to a rear lot line, except that a two (2) foot side and rear lot set back shall be required for a detached garage or accessory building. A detached garage or accessory building shall not be placed nearer than five (5) feet from a mobile home or its extensions.

6. MOBILE HOME HEIGHT. No mobile home shall be placed on a lot higher than thirty (30) inches above lot grade measured from lot grade to the inside floor level at the front door of the mobile home.

7. LOT IMPROVEMENT. Each lot shall be required to have a hard surfaced drive way to mobile home and concrete or masonry steps at the front door of mobile home before mobile home may be occupied.

8. NUMBER OF MOBILE HOMES PER LOT. No more than one mobile home shall be placed on each lot. A person may buy more than one lot or portion of a lot and combine the said lots or portion into one lot. Thereafter, said combined property shall be treated as one lot for the purposes of these covenants and restrictions.

9. TEMPORARY STRUCTURES. No structures of a temporary character, basement house, travel trailer, tent shack, garage or other building shall be used on any lot at any time as a residence either temporarily or permanently.

10. SKIRTING. All mobile homes must be skirted with an attractive skirting, including tow bars if not removed within ninety (90) days from the date mobile home is placed on lot. Skirting must be done in a proper workmanship like manner of materials matching the exterior of the mobile home or of concrete or masonry unless approval of the Subdivision Control Committee is obtained.

11. FENCING. The front yard of any lot shall not be fenced nearer than twenty (20) feet to the front lot line except by natural landscaping. No fence shall be higher than six (6) feet except natural landscaping.

12. LOT MAINTENANCE. All lots, including landscaping and improvements thereon, shall be maintained and kept clean and in good repair at all times in a manner so as to meet the approval of the Company or Subdivision Control Committee in their sole discretion and all waste must be kept in a sanitary container out of view from the front yard. In the event any lot or parcel including landscaping or improvements thereon is not maintained and kept clean in such a manner, the Company or the Subdivision Control Committee shall have the right, either itself or through any person, to furnish the labor and or materials necessary to bring said lot, landscaping and or improvements thereon up to a standard which meets their approval in their sole discretion and to maintain them according to such a standard. In such event, the owner of any such lot shall pay to the Company or the Subdivision Control Committee an amount equal to all direct and indirect costs and expenses incurred by them; the amount that the owner of any such lot is obligated to pay hereunder shall constitute a lien on such lot and shall be payable within ten (10) days after the charge is made. The Company or Subdivision Control Committee shall be entitled (but not limited) to enforce its rights hereunder by following the procedure provided for in the paragraph hereinafter title, "ENFORCEMENT".

13. PETS. Pets are to be kept on a leash or in a fenced yard at all time when not in your home or car.

14. NUISANCES. No noises or offensive activities 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. There shall be permitted no junk, inoperative vehicles or machines, trash, rubbish, or excessive weeds of any kind so accumulated thereon.

15. ENFORCEMENT. The Company, Subdivision Control Committee or any lot owner in this subdivision may enforce these covenants and restrictions by proceedings at law or in equity against any person or persons or corporations violating or attempting to violate any covenant or restrictions, either to restrain a violation to recover damages. Any and all charges made by the enforcing party shall at the time of the assessment and or judgement provided herein constitute a lien on the lot against which made and shall be payable within ten (10) days after such charge is made. The enforcing party shall be entitled to enforce its rights hereunder by following the procedure provided for the enforcement of Mechanics and Materialmen's Liens in the State of Utah. However, the enforcement of the rights hereunder shall not be limited to the remedies provided for in the Mechanics, Materialmen's, its Lien Law of the State of Utah, but shall include every other remedy available under the laws of the State of Utah as the same may be later amended. Any claim against the Company or the Subdivision Control Committee or the enforcing party shall not constitute a defense nor offset in any action by the enforcing party for nonpayment of any amounts which may be assessed hereunder. The party or parties violating these covenants and or restrictions shall pay the cost of enforcing the same, including a reasonable attorney's fee.

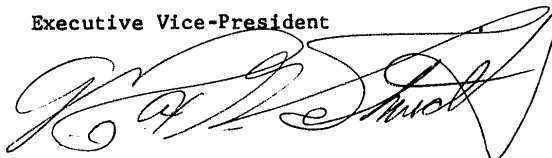
16. GENERAL PROVISIONS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period 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 in whole or in part.

17. PERSONS BOUND BY THESE RESTRICTIONS. The covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinabove described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe these covenants, restrictions and stipulations as to the use thereof and improvements thereof.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

CONTRACTS FUNDING AND MORTGAGE EXCHANGE

Executive Vice-President



STANLEY & SONS, INC., Trustee

By George Stanley  
President

ATTEST:

Burton M. Stanley  
Secretary

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 1st day of July, A. D. 1970, personally appeared before me MAX G. SCHMIDT, who being by me duly sworn did say, that he is the Executive Vice-President of CONTRACTS FUNDING AND MORTGAGE EXCHANGE, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and he duly acknowledged to me that said corporation executed the same.

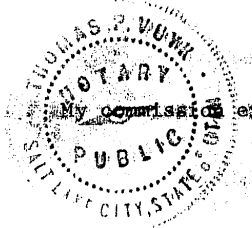
My commission expires 1/11/72 Residing at Salt Lake City



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STATE OF UTAH  
COUNTY OF SALT LAKE

On the 1st day of July, A. D. 1970, personally appeared before me GEORGE B. STANLEY and BURTON M. STANLEY, who being by me duly sworn did say, each and for himself, that he, the said GEORGE B. STANLEY is the president and BURTON M. STANLEY is the secretary of STANLEY & SONS, INC., Trustee, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said GEORGE B. STANLEY and BURTON M. STANLEY each duly acknowledged to me that said corporation executed the same.



My commission expires

4/14/72

Residing at

Thomas P. Vaughn  
Salt Lake City

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