

as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of H. M. CALVERT, ROBERT R. MURRAY and STEPHEN P. TERRY and other members selected by them or by their representatives designated by 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. In the event all the members of said committee die, or in the event the committee ceases to function, then fifty six percent (56%) of the owners of the lots in said subdivision shall have the right to elect a committee. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location thirty (30) 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 have 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. This committee shall have the right to vary the requirements as set forth in Section 2, but said variance shall not be valid unless obtained in writing.

2. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 1,600 square feet for a single level residence, and 1,000 square feet for each floor for a multi-level residence.

3. The minimum side yard for any dwelling shall be eight (8) feet and the total width of the two required side yards shall not be less than twenty (20) feet.

4. No residential structure shall be erected or placed on any building site which has an area of less than 10,000 feet.

5. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No trailer, tent, shack, garage, barn or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

7. Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches and maintenance. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc. over such easement, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along such easements.

8. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

9. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without approval as hereinafter set forth.

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No fence, wall, or hedge over seven (7) feet in height shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this section may be waived or nullified by the owners of more than a majority of the numbered lots within this subdivision obtained in writing.

10. No structure shall be moved into any residential building site hereinbefore described or any part thereof unless it meets with the approval of one hundred percent (100%) of the fee title holders of other lots in this subdivision, with such approval to be given in writing.

11. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales periods.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be 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.

13. Any grading on the lot shall be done in such a way that it conforms to City zoning ordinance requirements and that none of the natural scrub oak vegetation shall be removed from any lot except where actual construction of the dwelling and its related improvements shall occur unless prior written approval to remove such scrub oak is obtained from the architectural committee and the appropriate governmental authority.

14. There shall be no dumping, filling or covering of the natural vegetation in Dry Creek Canyon on lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 unless prior written approval is obtained from the architectural committee.

15. No auxiliary building(s) which are not attached to and a part of the single family residence shall be located within sixty (60) feet of the 11th Avenue.

16. Every lot owner shall provide a sump on his own lot to adequately handle and dispose of all rain water and snow runoff from the roofs and patios of all buildings constructed on said lot and shall not allow said drain water and runoff to flow into another lot.

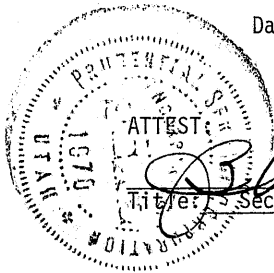
17. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under then until January 1, 2004, at which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the building sites covered by these Covenants, it is agreed to change said Covenants in whole or in part.

If the parties hereto, 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 tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such Covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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Invalidation of any one of these Covenants or any part thereof by judgments or court orders shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated at Salt Lake City, Utah this 10th day of February, 1977.



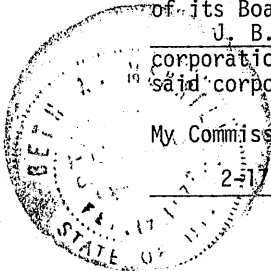
Title: Secretary

PRUDENTIAL SERVICE CORPORATION

By Stephen P. Terry
Its President

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

On the 22nd day of February, 1977, personally appeared before me STEPHEN P. TERRY and J. B. ANDERSON, who each having been by me duly sworn did say that he, the said STEPHEN P. TERRY is the President and that he, the said J. B. ANDERSON is the Secretary of PRUDENTIAL SERVICE CORPORATION, a Utah corporation, 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 the said STEPHEN P. TERRY and J. B. ANDERSON, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires: 2-17-79

Beth A. Merrill
Notary Public
Residing at: Farmington, Utah

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