

When recorded return to:  
Prowswood  
c/o Michael R. Holmes  
4885 South 900 East  
Salt Lake City, UT 84117

*Scott Duckworth*  
SCOTT DUCKWORTH

91.00

REF  
SECURITY TITLE

MAY 31 3 06 PM '93

KATIE L. JOHNSON  
RECORDER  
SALT LAKE COUNTY  
UTAH

3799436

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(West Pointe Plat "A", Amended No. 1)

THIS DECLARATION, is made on the date hereinafter set forth by PROWSWOOD, INC., a Utah Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situated in Salt Lake City, County of Salt Lake, State of Utah, which is more particularly described upon Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.1. "Association" shall mean and refer to West Pointe Home Owners Association, Inc., a Utah non-profit corporation, its successors and assigns.

Section 1.2. "Owner", or "Owners" when referring to all or more than one Owner as the context requires, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3. "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECURITY TITLE CO.  
No. \_\_\_\_\_

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Section 1.4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. Such Common Area shall include but shall not be limited to easements granted for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is more particularly described upon Exhibit "B" attached hereto and incorporated herein by reference.

Section 1.5. "Lot" shall mean and refer to any parcel of real property shown upon any recorded subdivision map of the Property with the exception of any parcel, whether or not designated by lot number, which is herein designated as Common Area or any parcel which is designated as a protective strip to be retained by Declarant until such time as adjacent properties are developed, at which time such parcels shall be deeded to appropriate governmental authorities, the Association or the Owner(s) adjacent to such protective strips as Declarant deems appropriate. Such parcels designated as protective strips are set forth upon Exhibit "C" attached hereto and incorporated herein by reference.

Section 1.6. "Declarant" shall mean and refer to Prowswood, Inc., a Utah Corporation, its successors and assigns, if such successors or assigns should acquire from the Declarant all of its rights and obligations of development.

Section 1.7. "Person " shall mean and include an individual, a corporation, a partnership, a trust or any other legal entity.

## ARTICLE II PROPERTY RIGHTS

Section 2.1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in common with all other Owners in and to the Common Area, and each portion thereof, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable assessments and other fees for the maintenance of any improvements situated upon the Common Area, or any portion thereof;

(b) the right of the Association to suspend the voting rights and right to use of any Common Area or

improvements thereon by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to enforce the payment by any Owner of the assessments made herein in accordance with the provisions herein;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the owners; provided, however, that the Association may grant such easements as shall be necessary for the development of the Property without the consent of the owners. Except with respect to easements as set forth above, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded.

Section 2.2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and other common facilities, if any, to the members of his immediate family, his tenants, or contract purchasers who reside on the Property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of

either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1993.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore or entering into any contract for a deed, whether or not it shall be so expressed in such contract or deed, is deemed to covenant and agree to pay to the Association all annual assessments or charges made by the Association. The annual assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fee became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successors. In the event any such assessment is not paid when due as provided herein, the Association shall have the right to foreclose such lien against the Property for which the assessment is made as provided herein or to take other appropriate action to secure payment.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and common interests of the residents in the Property and for the improvement and maintenance of the Common Area, or any portion thereof.

Section 4.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Dollars (\$30.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Trustees each year not more

than 5% above the maximum assessment for the previous year without a majority vote of each class of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4.4. Notice and Quorum for Any Action Authorized Under Section 4.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis.

Section 4.6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. In the event the Association fails to furnish a certificate as provided herein, within

twenty (20) days of written request thereof, any purchaser of such Lot who has requested such certificate shall be exempt from the payment of assessments for a period of three (3) months or until such certificate is furnished, whichever period is greater.

Section 4.7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (trust deed power of sale) or any proceeding in lieu thereof but only with respect to a first mortgage or first deed of trust, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V  
RESIDENTIAL AREA COVENANTS

Section 5.1. Land Use and Building Type. No Lot shall be used except solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height with attached private double car garages. Not less than twenty percent (20%) of the exterior surface of a dwelling shall consist of brick. All construction shall be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

Section 5.2. Architectural Control. No building shall be commenced, erected, placed, maintained, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Architectural Control Committee (sometimes referred to herein as "Committee") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to

topography and finish grade elevation. With the exception of fences constructed upon Common Area, no fence or wall shall be erected, placed or altered on any Lot nearer to any street than the front building setback line unless similarly approved by the Architectural Control Committee. Approval by the Architectural Control Committee shall be as provided in Section 5.17 hereinbelow.

Section 5.3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$45,000.00 exclusive of Lot cost, based upon cost levels prevailing as of the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 900 square feet for ramblers, 1,000 square feet for split entry structures and 1250 square feet total finished area for two story and tri-level structures.

Section 5.4. Building Location. Each building shall be located such that:

(a) No building shall be located on any Lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No dwelling shall be located nearer than 8 feet to any interior lot line, except that the combined side yard distances to any interior lot line shall be not less than 20 feet. No dwelling shall be located on any interior Lot nearer than 25 feet to the rear of lot line. Detached garages or other permitted accessory buildings may be located not less than 4 feet to the rear of an approved dwelling, not less than 60 feet from the front lot line and not less than 30 feet from any side street line, so long as such buildings do not encroach upon any easements. All such buildings must otherwise comply with applicable building codes and zoning regulations.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a Lot to encroach upon another Lot.

Section 5.5. Lot Area and Width. No dwelling shall be erected or placed on any Lot having a width of less than 50 feet at the front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

Section 5.6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage pipes or channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association or a public authority or utility company is responsible. No owner shall plant any trees or shrubs within or immediately adjacent to any easement without prior written approval of the Association.

Section 5.7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Association or the Architectural Control Committee will be permitted on a Lot, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots. Such trailers, boats or vehicles may be parked in such areas only if they are in running condition, properly licensed and are being regularly used on a frequent basis. No Owner, or any other individual shall be permitted to repair or otherwise work on such boat, trailers or vehicles except in enclosed garages.

Section 5.8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be constructed without the prior written consent of the Architectural Control Committee and no such structure shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes shall be parked, placed, installed or stored upon any Lot.



Section 5.9. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than four square feet advertising the property for sale or rent, or signs approved by the Declarant and used by a builder to advertise the property during the construction and sales period.

Section 5.10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

Section 5.11. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No Owner shall be permitted to maintain an incinerator. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the Lot Owner. No unsightly materials or other objects of any kind are to be stored on any Lot in view of the general public.

Section 5.12. Sight Distance at Intersection. Except with respect to fences to be constructed in designated Common Areas (Exhibit "B"), no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

Section 5.13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 5.14. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage pipes or channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association or a public authority or utility company is responsible.

Section 5.15. Fences. All fences constructed on any lot shall be of durable wood materials capable of enduring prevailing weather conditions, but such fences shall not be construed of concrete, precast block or walls or of other materials resembling concrete. All fences to be constructed and thereafter maintained shall be consistent in color, height, location and design with other fences on or adjacent to the Property; and shall be constructed and maintained consistent with all applicable ordinances and regulations. No fence shall be constructed on any lot without the prior written approval of the Architectural Control Committee as to location, height, color, design and materials.

Section 5.16. Landscaping. Simultaneously with the construction of a dwelling upon a Lot as provided herein and not later than thirty (30) days subsequent to the completion of such construction, Owner shall landscape all front and side yards in a manner acceptable to the Architectural Control Committee. Trees planted and maintained within parking strips (the area between sidewalks and street curbs) shall be limited solely to the following types: Fruitless Mulberry and Marshall's Seedless Ash. Trees of the same type shall be planted upon parking strips of the same street in order to give an appearance of uniformity. The Association shall have authority to specify and limit the type and placement of trees and other foilage to preclude and minimize the creation of obstructions to drainage systems within the Common Areas of the Property (Exhibit "B"). All trees, lawns, shrubs or other plantings provided by the Declarant shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Committee.

Section 5.17. Exterior Maintenance. Each Owner shall maintain and otherwise keep his Lot and all improvements thereon in good order and repair. In the event an Owner of any Lot shall fail to maintain such Lot and any improvement thereon in a manner reasonably satisfactory to the Board of Directors of the Association, the Association, after a

two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents, contractors and employees, to enter upon such Lot and to repair, maintain and restore to a proper condition the Lot and the exterior of all buildings and other improvements erected thereon. The cost of such exterior maintenance and repairs, including labor and materials expended therefore, shall be immediately added to and become part of the assessment to which such Lot is subject, including but not limited to the lien provisions of this Declaration.

Section 5.18. Architectural Control Committee. The Architectural Control Committee shall consist of the Board of Directors of the Association or of three (3) or more representative appointed to such Committee by the Board. 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, a successor shall be appointed in accordance with the By-laws of the Association. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans, specifications, design, location or other proposed action within thirty (30) days after the same has been submitted to it in writing, approval will not be required, and all apprecable covenants and requirements shall be deemed to have been fully satisfied.

ARTICLE VI  
GENERAL PROVISIONS

Section 6.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Owner in violation of any restriction, condition or covenant shall, in addition to any other obligation it may be responsible for, be liable for the costs of enforcement and collection including but not limited to reasonable attorneys' fees.

Section 6.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 6.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any such amendment shall recite that the requirements for amendment, including but not limited to notice, have been complied with, must be executed and acknowledged by the Board of Trustees of the Association and thereafter recorded in the Official Records of the Office of the Salt Lake County Recorder, State of Utah.

Section 6.4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

Section 6.5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6.6. Copies of Declaration and Other Documents. Upon the sale of any Lot or any interest therein, the Owner shall provide to the purchaser of the Lot a copy of this Declaration, the Articles of Incorporation of the West Pointe Homeowners Association, and the Bylaws of the West Pointe Homeowners Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20<sup>th</sup> day of May, 1983.

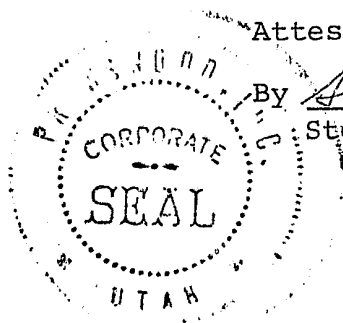
DECLARANT:

PROWSWOOD, INC.

Attest:

By Stephanie Hatch  
Stephanie Hatch

By Michael R. Holmes  
Michael R. Holmes  
Its Vice President



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EXHIBIT "A"

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(West Pointe Plat "A", Amended No. 1)

BEGINNING at the Southwest Corner of Section 22, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North  $0^{\circ}05'10''$  West; 1332.32 feet along the West line of said Section 22; thence East 445.56 feet; thence South  $0^{\circ}00'53''$  West, 110.00 feet; thence East 289.90 feet to the Southwest Corner of Lot 12, Rose Park Redwood No. 5 Subdivision; thence South 705.95 feet along the West line of said subdivision to the Southwest Corner of Lot 20 of said subdivision; thence East 1169.00 feet along the South line of said Rose Park Redwood No. 5, and new Rose Park No. 2 Subdivision; thence South 147.36 feet to the point of curvature to a 283.09 foot radius curve; thence Southwesterly 220.16 feet along the arc of said curve to the right (chord bears South  $22^{\circ}16'47''$  West, 214.65 feet); thence South  $44^{\circ}33'34''$  West, 188.40 feet to a point on a 420.61 foot radius curve, the tangent to which bears South  $40^{\circ}56'27''$  East; thence Southerly 300.70 feet along the arc of said curve to the right, (chord bears South  $20^{\circ}27'36''$  East, 294.34 feet); thence South  $89^{\circ}58'45''$  East, 788.65 feet to a point on the West right-of-way line of Redwood Road; thence South  $0^{\circ}20'35''$  West, 66.00 feet; thence North  $89^{\circ}58'45''$  West, 868.28 feet; thence North  $0^{\circ}01'15''$  East, 66.00 feet to the point of curvature to a 340.61 foot radius curve the tangent to which bears North  $0^{\circ}01'15''$  East; thence Northwesterly 536.74 feet along the arc of said curve to the left (chord bears North  $45^{\circ}07'24''$  West, 482.91 feet); thence South  $89^{\circ}43'57''$  West, 50.00 feet; thence South  $0^{\circ}16'03''$  East, 94.74 feet; thence South  $89^{\circ}43'57''$  West 405.56 feet; thence South  $0^{\circ}16'03''$  East, 236.00 feet; thence South  $89^{\circ}43'57''$  West 811.94 feet; thence North  $0^{\circ}05'02''$  West, 236.00 feet; thence South  $89^{\circ}43'57''$  West, 103.25 feet to the point of beginning, containing 40.442 acres, more or less. Basis of bearings being the monument line of Redwood Road which has a bearing of North  $0^{\circ}20'00''$  East.

Also described as follows (the following description is the mathematical equivalent of the preceding description with all description terms correctly converted to the description terms of the Utah State Plane rectangular coordinate system (as determined by the Salt Lake City Surveyor's office) using Salt Lake City coordinate bearings and using ground distances as filed with the Salt Lake City Engineer. Record of survey #RSP 10025):

BEGINNING at the Southwest Corner of Section 22, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said Southwest Corner have Utah State Plane Coordinates (Salt Lake City coordinate system) X = 1, 875, 984.59 feet Y = 898261.91 feet; thence North 0°09'04" East 1332.32 feet along the West line of said Section 22; thence South 89°45'46" East 445.56 feet; thence South 0°14'14" West 110.00 feet; thence South 89°45'46" East 289.90 feet; thence South 0°14'14" West 705.95 feet; thence South 89°45'46" East 1169.00 feet; thence South 0°14'14" West 147.35 feet to the beginning of a 283.09 foot radius curve to the right; thence along the arc of said curve 220.16 feet; thence South 44°47'48" West 188.40 feet to a point on a 420.61 foot radius curve to the right, bearing to radius point being South 49°17'47" West; thence along the arc of said curve 300.70 feet; thence South 89°44'31" East 788.65 feet; thence South 0°34'49" West 66.00 feet; thence North 89°44'31" West 868.28 feet; thence North 0°15'29" East 66.00 feet to the beginning of a 340.61 foot radius curve to the left; thence along the arc of said curve 536.74 feet; thence South 89°58'11" West 50.00 feet; thence South 0°01'49" East 94.74 feet; thence South 89°58'11" West 405.56 feet; thence South 0°01'49" East 236.00 feet; thence South 89°58'11" West 811.94 feet; thence North 0°09'12" East 236.00 feet; thence South 89°58'11" West 103.25 feet to the point of beginning. Containing 40.442 acres, more or less.

EXHIBIT "B"

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(West Pointe Plat "A", Amended No. 1)

- A. Four foot wide parking strips with trees, sprinkling systems and sod installed thereon:
  - a) East side of Morton Drive to Miami Street
  - b) West side of Morton Drive to approximate intersection with Miami Street
  - c) East side of Miami Street from Morton Drive
  - d) North and South sides of 1300 North from 1700 West to Morton Drive
  
- B. Fence to be constructed upon easements if obtained (nothing herein to be construed as an obligation to obtain such easements):
  - a) Along the North and South sides of 1300 North Street from 1700 West to Morton Drive and situated within approximately one foot of existing sidewalks

EXHIBIT "C"

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(West Pointe Plat "A", Amended No. 1)

Protective Strips:

Lots 137 - 145, West Pointe Plat "A", Amended No. 1,  
according to the official plat thereof on file in the  
office of the Salt Lake County Recorder, Salt Lake  
County, State of Utah.



LENDER CONSENT

TO FILING OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (West Pointe Plat "A", Amended No. 1)

Tracy Mortgage Company, a Utah Corporation (hereinafter "Mortgagee"), hereby consents to the recordation by Prowswood, Inc. of the Declaration of Covenants, Conditions and Restrictions for West Pointe Plat "A", Amended No. 1, in the official records of the County Recorder, of Salt Lake County, State of Utah, provided however, that such consent shall not be deemed to render the Mortgagee a declarant or developer under this Declaration or otherwise, or in any way render the Mortgagee liable for any obligations of the declarant or developer.

DATED this 24 day of May, 1983.

ATTEST:

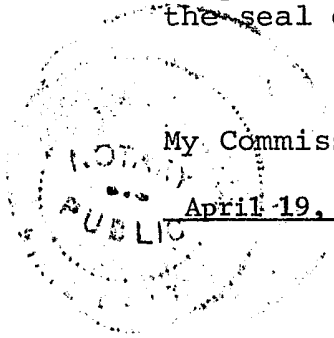
[Handwritten signature]

TRACY MORTGAGE COMPANY

By [Handwritten signature] Its Vice President

STATE OF UTAH ) : SS COUNTY OF SALT LAKE )

On the 24 day of May, 1983, personally appeared before me David H. Young and [Handwritten name], who being by me duly sworn did say, each for himself, that he, the said David H. Young is the Vice President, and he, the said [Handwritten name] is the [Handwritten name] of TRACY MORTGAGE COMPANY, 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 David H. Young and [Handwritten name] 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: April 19, 1987

Maurine Holbrook NOTARY PUBLIC, Residing at: Salt Lake City

