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RESTRICTIVE COVENANTS affecting all of Lots 1 thru 10, BRIGHTON RIDGE SUBDIVISION, recorded January 27, 1984, as Entry No. 3897648, in Book 84-1, at Page 6, of Official Records, as follows:

1. PERSONS BOUND BY THESE RESTRICTIONS: That all covenants and restrictions herein stated and set forth shall run with the land and all persons, partnerships and corporations, who now own or shall hereafter acquire any interest in any of the land hereinbefore described shall be taken and held to agree and covenant with the present and future owners of said land with his or their successors and assigns, to conform and to observe the following covenants, restrictions and stipulations as to the use thereof and construction of residence and improvements thereon for a period from date hereof to February 1st, 2004, at which time said covenants and restrictions, shall be automatically extended for a successive period of 20 years unless, by a vote of a majority of the then land owners of said Lots and land it is agreed to change said covenants in whole or in part, provided, that the owners of 3/4 of the property may release any or all of the land hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying with particularity the restrictions or restriction released and by filing said agreement with the office of the Salt Lake County Recorder at any time after February 1, 2004.

2. USE OF LAND: That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purposes and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon; that each and every lot platted and designed as such in the plat of said subdivision shall be held, owned and considered as a separate residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than other R-2 Zoning rules permit of not to exceed one story along the South side of house. That not more than 4 feet of concrete can be showing above the ground. That no building of any type already constructed may be moved into Brighton Ridge Subdivision.

3. QUALITY AND SIZE: The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1500 square feet. All garage and house roofs must conform to the surrounding area. All house roofs are not to exceed 4" rise per foot on main roof.

4. REVIEW OF PLANS AND SPECIFICATIONS AND ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot in the said subdivision unless and until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the control committee as to quality of workmanship and materials structural safety and utility, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. All plans to be returned to the owner upon the completion of the residence and the residence shall be considered completed at the time of the final inspection of the Salt Lake County Building Department.

5. COMPLIANCE WITH ZONING ORDINANCES OF SALT LAKE COUNTY: All buildings placed and used upon and lot or lots in said subdivision shall be so placed and used in accordance with the provisions of the Salt Lake County Zoning Ordinances relating to Residential Zone R-2 unless otherwise modified by the covenants herein contained.

6. ARCHITECTURAL CONTROL COMMITTEE: For the purpose of carrying into effect the provisions of this agreement, there shall be a committee composed of John R. Gunther, 1880 Delann Lane, Salt Lake City, Utah and Craig Gunther, 2471 East 5475 South, Salt Lake City, Utah. A majority of the committee may designate a successor. In the event of the resignation, removal or inability of all of the members of the said committee so to act, successors may be appointed by the vote of a majority of the owners of the property in said subdivision. The members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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7. PROCEDURE: The committee or its representative shall approve or disapprove the plans and specifications submitted to it within 30 days from the receipt thereof. Such approval or disapproval may be by letter or by written approval or disapproval on the plans themselves.

8. SALE OF PART OF A LOT: No tract of land in said subdivision, excepting as an entire lot as platted in the subdivision plat thereof, shall be used or sold as a residential lot without the consent of the said committee or its properly designated representatives.

9. NUISANCES: No barn, coop, shed, sty, or building of any other type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, dogs and cats or any other livestock and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision, excepting only household pets. However, not more than one cat and one dog may be kept by any one family. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a public or private nuisance to the neighborhood.

10. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage or other outbuilding erected in, upon, or about any of said residential lots or any part thereof shall at any time be used as a residence temporarily or permanently, except as a sales office during original development and sale of homes in this subdivision. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named.

11. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.

12. BILLBOARDS AND ADVERTISING PROHIBITED: No sign, billboards, or advertising structures may be erected or displayed on any of the residential lots in said subdivision or parts or portions of said residential lots, except that a single sign, advertising the subdivision, or a specific lot or house for sale or rent, may be displayed on the premises affected.

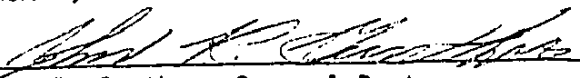
13. VIOLATION AND DAMAGES: If the parties claiming any interest in any said residential lot, or any of them or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained; it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenants or covenant, and/or restrictions or restriction, and to obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions above set forth, in addition to the ordinary legal remedy for damages.

14. SAVING CLAUSE: Invalidation of any of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

* * * * *

SIGNED AND ACKNOWLEDGED THIS 3rd DAY OF FEBRUARY, 1984

J.L.C. COMPANY, a Utah Partnership

BY: 
John R. Gunther, General Partner
for J.L.C. COMPANY, a Utah Partnership

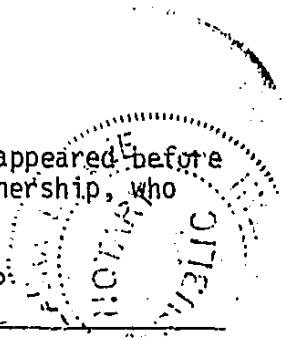
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STATE OF UTAH

COUNTY OF SALT LAKE

On the 3rd day of February, 1984, personally appeared before me John R. Gunther, General Partner for J.L.C. COMPANY, a Utah Partnership, who being by me duly sworn, says that he executed the same.

Laura L. Lee
Notary Public



My commissions Expires 4/7/86

Residing at: Salt Lake County, Utah

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Katie L. Dixon
REGISTRAR
SALT LAKE COUNTY,
UTAH

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