

WHEN RECORDED RETURN TO:

Henry D. Moyle Jr.
Sunset Canyon Ranch
Virgin, UT 84779

DECLARATION OF PROTECTIVE COVENANTS
governing
SILVER LAKE ESTATES SUBDIVISIONS #1 & #2

KNOW ALL MEN BY THESE PRESENTS:

Brighton Properties, Inc., (BPI) being owner of all the following described premises, comprising two subdivisions, situate in the County of Salt Lake, State of Utah, to-wit:

All of Silver Lake Estates No. 1 and Silver Lake Estates No. 2, two subdivisions, a part of the Northwest quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

And desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises, unless specifically exempted, subject to the following express covenants and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises, hereinafter referred to as Silver Lake Estates, and with each and every single family residential lot, to-wit:

1. Residential Use:

The lots in Silver Lake Estates, zoned FR, shall be known and described as single family residential lots. In addition to a single family residence no other structure shall be erected except for a private garage and a guest house. No business shall be erected or permitted on said lots, except upon prior approval of the Committee.

2. Division of Lots:

No single family lot shall be resubdivided into smaller lots than those shown on the subdivision plat unless approved in writing by the Architectural Control Committee, hereinafter described.

3. Approval of Plans:

No building, fence, wall or other structure shall be erected until the plans and specifications and plot plan and drainage plan shall have been submitted to and approved by the Architectural Control Committee, and a copy of the approved plans be lodged permanently with said committee. Committee shall have the right to take into consideration the suitability of the proposed building or structure, material of which it is to be built, site upon which it is proposed to be erected, the harmony thereof with its surroundings and its effect upon adjacent or neighboring properties. Subsequent alterations to any structure, including exterior color scheme, shall be subject to the prior approval of the Committee. The Committee shall not be responsible for structural defects in such plans or specifications.

4. Architectural Control Committee:

The Architectural Control Committee (Committee) shall be composed originally of three to five (3 - 5) members selected by the Board of Trustees of Brighton Properties, Inc. In the event of incapacity or resignation of a member of the Committee, the remaining

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RECORDER, SALT LAKE COUNTY, UTAH
HENRY D MOYLE, JR.
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members shall have authority to designate a successor to serve until the Board of Trustees of BPI shall appoint a successor. Members of the Committee shall not be entitled to any compensation for services performed under these covenants. The Committee, however, shall have the authority to engage the services of an expert as consultant, and to charge a sum not exceeding One Hundred Dollars (\$100) for each set of plans and specifications submitted to it for approval to defray costs of expert consultants. The Board of Trustees of BPI may change the membership of the Architectural Control Committee.

5. Pets:

No poultry, livestock or other animals, other than usual household pets, shall be permitted on any lot.

6. Completion of Construction:

No temporary structure shall be erected on any lot. No dwelling shall be occupied until completed. Construction of structure, once started, shall be completed promptly.

7. Signs:

No advertising signs of any character shall be permitted to remain on any lot without written approval of the Architectural Control Committee.

8. Nuisances:

No lot shall be used for storage of rubbish or other property that will cause such lot to appear untidy, nor shall anything be kept on any lot that will omit foul or obnoxious odors, or cause any noise, nor shall any outside lighting of a permanent nature be installed that might disturb the peace, quiet, comfort or serenity of the surrounding properties without approval of the Committee.

9. Water:

The quantity of water available being limited, no unreasonable outside watering shall be permitted except upon approval of the Architectural Control Committee.

10. Incinerators:

No incinerators shall be kept or maintained on any lot.

11. Tanks:

Any tanks for use in connection with any residence, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting or fencework, or must be located as approved by the Architectural Control Committee, so as to conceal the tank from neighboring lots or streets.

12. Vehicles:

The Committee shall have authority to limit the use and stationing of trucks, buses, camping and house trailers, campers, snowmobiles, motorcycles and other vehicles on any lot or on any of the roads within the two subdivisions.

13. Native Growth and Terrain:

BR 7477 PG 0191

The Committee shall have authority to prevent removal of natural growth and require suitable retaining walls where the angle of repose of the grounds shall be altered by excavation within seven (7) feet of any boundary line of any lot unless the slope does not exceed one and one-half (1 1/2) feet horizontal to one (1) foot vertical.

14. Size of Dwelling:

A single family dwelling constructed on a lot must occupy a ground floor area of enclosed structure, excluding garage and porches (decks), of not less than eight hundred (800) square feet, unless a smaller area is approved in writing by the Architectural Control Committee.

15. Home Owner's Corporation:

To construct, maintain and improve water system, drainage, private streets, roads, general planning and all common community services within the two subdivisions for the general benefit of all the lot owners, every lot owner, in accepting a deed or contract for the purchase of any lot, agrees to acquire the former owner's membership in BPI, a Utah non-profit corporation, and shall become a member (shareholder) of and be subject to the obligations and regulations of said corporation, and agrees to pay assessments as ordered by the Board of Trustees of BPI. Such assessment shall be paid promptly when it becomes due and in the event of failure of an owner to pay such an assessment promptly when due, for which the owner shall be personally liable, the amount of the unpaid assessment shall constitute a lien upon the lot owned by said owner, as well as a lien against the share of BPI. The corporation may enforce payment of said assessment by denial of the right to use water owned and controlled by BPI. Said lien may be enforced in equity, as would a real estate mortgage lien foreclosure, by BPI. The foreclosure judgment shall award to BPI reasonable attorneys' fees and court costs incurred in connection with the foreclosure.

16. Option to Purchase:

If the grantee of any lot desires to sell the same, the property shall be offered for sale to BPI, or its successor, at a price equal to any then existing bona fide offer acceptable to Seller. BPI shall have thirty (30) days following receipt of written notice of said bona fide offer within which to elect to purchase said property on the same terms and conditions as are contained in the bona fide offer. Notice of the offer to purchase such a lot shall be given to the owners of all the lots in Silver Lake Estates who shall then have a right to bid on said lot by sealed bid. If such owner's sealed bid exceeds the amount of the bona fide offer, all amounts in excess thereof shall go to BPI and be used as part of its operating funds, and such highest bidder shall effectively become Buyer of said lot. BPI shall notify the Seller, in writing, of an election to purchase said property, and within twenty (20) days from that date, all documents necessary to consummate such sale shall be executed and the consideration paid. Should BPI fail to exercise its option to purchase such property, then the Seller shall have the right to sell it in accordance with the terms of the bona fide offer, and Seller shall simultaneously transfer the certificate representing membership in BPI to the new owner. The foregoing first refusal option to purchase each lot shall expire at midnight June 30, 2009.

17. Variiances:

If a majority of the stockholders of BPI shall determine that a variance from these covenants is in the best interests of the entire project, they may grant a variance to a lot

DK 7477 PG 0192

**Protective Covenants for
Silver Lake Estates Subdivisions #1 and #2**

The following are owners of all of the Lots in Silver Lake Estates Subdivisions #1 and #2. The Owners of the Lots have signed opposite the numbered Lot owned by them, signifying approval and acceptance of the foregoing Protective Covenants governing these subdivisions on this 18th day of June, 1994:

Subdivision #1:

| <u>Lot</u> | <u>Printed Name</u> | <u>Signature</u> |
|------------|--|---|
| 1+2 | Brighton Properties, Inc. | by <u>Doug Stuenkel</u> |
| 4,5,6 | Brighton Properties, Inc. | by <u>Doug Stuenkel</u> |
| 7 | KARIN N. BROWN | <u>Karin N Brown</u> |
| 3,8,16 | SUZANNE M. SCOTT | <u>Suzanne M. Scott</u> |
| 9 | GILBERT D. MOYLE | <u>Gilbert D Moyle, Attorney-in-Fact</u> <u>Richard M. Marshall, Attorney-in-Fact</u> |
| 10 | SCOTT R. MADSON | <u>Scott R. Madson</u> |
| 11 | JANET M. NIELSON | <u>Janet M. Nielson</u> |
| 12,29 | <u>HELEN CLAIRE MOYLE JONES</u> <u>HELEN C. M. MURPHY</u> | <u>Helen Claire Moyle Jones</u> |
| 13 | JAMES H. MOYLE II | <u>James H Moyle II</u> |
| 14,19 | HENRY D. MOYLE | <u>Doug Stuenkel</u> |
| 18 | JOHN R. MOYLE, TR. | <u>John R. Moyle, TR.</u> |
| 15 | ADRIENNE L. ALDOUS | <u>Adrienne Aldous</u> |
| 17 | MARIE M. WANGEMAN | <u>Marie M. Wangeman for Wangeman Family Trust</u> <u>by Richard M. Marshall, Attorney-in-Fact</u> |
| 20,23 | ELIZABETH M. GREER | <u>Elizabeth M. Greer</u> |
| 21 | DAVID D. CREER | <u>David D. Creer</u> |
| 22 | LINDA N. BURBIDGE | <u>Linda N. Burbidge</u> |
| 24 | JAMES LIGHT | <u>James Light</u> |

SR 7477 PG 0194

25 DORIAN L. SHAW Donan L. Shaw

26 TMAR (SALLY GRANT) TMAR, LTD - S Grant, GP.

27 ALICE C. YOUNG Alice C. Young

28 CAROLINE C. PINNEY Carolyn C. Pinney
By Richard M. Newish, Attorney in Fact

30 CHRISTOPHER M. MADSON Christopher M. Madson

31 TIPPYUNE, Inc. (V. Marsh) by Virginia M. Marsh

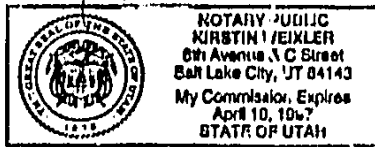
STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

Before me this 18 day of June, 1994, personally appeared before me the above listed Owners of Lots 1-76 and 18-31 in Silver Lake Estates Subdivision #1, who acknowledged themselves to be owners of said Lots, and being duly authorized to do so, executed the foregoing Declaration of Protective Covenants governing said Subdivision.

Kirstin Weikler
Notary Public

My Commission Expires:

April 10, 1997



STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

Before me this _____ day of June, 1994, personally appeared before me the above listed Owners of Lots _____ in Silver Lake Estates Subdivision #1, who acknowledged themselves to be owners of said Lots, and being duly authorized to do so, executed the foregoing Declaration of Protective Covenants governing said Subdivision.

Notary Public

My Commission Expires:

JK 7477 PG 0195

Subdivision #2:

- 1,5 KARIN N. BROWN
- 2 ELIZABETH C. BUEHNER
- 3 H. ROSS WORKMAN
- 4 KATHERINE K. PERRY, TR.
- 6,7 LINDA N. BURBIDGE
- 8,10* JAMES H. MOYLE II
- 9 ALICE YEATES BROADHEAD

Karin N. Brown
Elizabeth C. Buehner
H. Ross Workman
Katherine K. Perry, Trustee
Linda N. Burbidge
James H. Moyle II
Alice Yeates Broadhead

* As to Lot 10

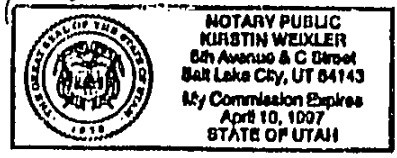
David L. Evans
) ~~Mr. Gordon Johnson~~
 : SS DAVID L. EVANS

STATE OF UTAH

COUNTY OF SALT LAKE)

Before me this 18 day of June, 1994, personally appeared before me the above listed Owners of Lots 1-10 in Silver Lake Estates Subdivision #2, who acknowledged themselves to be owners of said Lots, and being duly authorized to do so, executed the foregoing Declaration of Protective Covenants governing said Subdivision.

Kirstin Weikler
 Notary Public



My Commission Expires:

April 10, 1997

STATE OF UTAH)

COUNTY OF SALT LAKE)

Before me this _____ day of June, 1994, personally appeared before me the above listed Owners of Lots _____ in Silver Lake Estates Subdivision #2, who acknowledged themselves to be owners of said Lots, and being duly authorized to do so, executed the foregoing Declaration of Protective Covenants governing said Subdivision.

Notary Public

My Commission Expires:

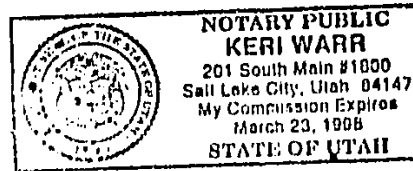
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STATE OF UTAH)
)
COUNTY OF SALT LAKE)

Before me this 12 day of August, 1996, personally appeared David L. Evans owner of Lot 10 in Silverlake Estates Subdivision No. 2, who acknowledged himself to be the owner of said lot and being duly authorized to do so executed the foregoing Declaration of Protective Covenants Governing the Subdivision.

Keri Warr
Notary Public
Residing at SLC, UT

My Commission Expires:
3/23/98



SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, CAROLYN C. PINNEY, of Summit, New Jersey, have made, constitute and appointed, and BY THESE PRESENTS do make, constitute and appoint RICHARD M. MARSH, of Salt Lake County, Utah, my true and lawful attorney-in-fact for me and in my name, place and stead, and on my behalf, and for my use and benefit:

1. To execute that certain Declaration of Protective Covenants governing Silver Lake Estates Subdivisions No. 1 and No. 2 on behalf of Carolyn C. Pinney as the owner of the following real property located in Salt Lake County, Utah:

Lot No. 28 in Silver Lake Estates Subdivision No. 1, a part of the NW 1/4 of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

2. The rights, powers and authority of said attorney-in-fact herein granted shall be limited to, and shall be for the sole and exclusive purpose of executing the aforementioned Declaration of Protective Covenants governing Silver Lakes Estates Subdivisions No. 1 and No. 2 on behalf of Carolyn C. Pinney. No other rights, powers and authority are granted to said attorney-in-fact.

DATED this 7th day of July, 1994.

By Carolyn C. Pinney
Carolyn C. Pinney

STATE OF N.J.
COUNTY OF Union : ss.

On this 7th day of July, 1994, personally appeared before me Carolyn C. Pinney, the owner of Lot No. 28 in Silver Lake Estates Subdivision No. 1 who acknowledged to me to be the owner of said Lot No. 28, and being duly authorized to do so, executed the foregoing Special Power of Attorney governing said subdivision.

Carolyn C. Pinney
Carolyn C. Pinney

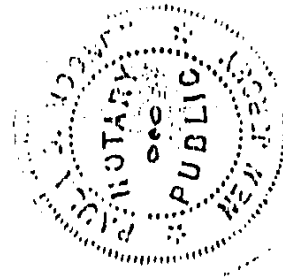
Subscribed and sworn to before me this 7th day of July, 1994.

Paula D. Mooney
NOTARY PUBLIC
Residing at 28 Morris Ave (BB)
Summit, N.J. 07901

My Commission Expires:

June 29, 1998

Paula D. Mooney
Notary Public of New Jersey
My Commission Expires June 29, 1998



JK 7477930198

SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that NORTHWEST CAPITAL MANAGEMENT AND TRUST COMPANY (hereafter "NORTHWEST"), of Rapid City, South Dakota, has made, constituted and appointed, and BY THESE PRESENTS does make, constitute and appoint RICHARD M. MARSII, of Salt Lake County, Utah, its true and lawful attorney-in-fact for NORTHWEST and in NORTHWEST's name, place and stead, and on NORTHWEST's behalf, and for NORTHWEST's use and benefit:

1. To execute that certain Declaration of Protective Covenants governing Silver Lake Estates Subdivisions No. 1 and No. 2 on behalf of NORTHWEST as the owner of the following real property located in Salt Lake County, Utah:

Lot No. 9, Silver Lake Estates Subdivision No. 1, a part of the NW 1/4 of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

2. The rights, powers and authority of said attorney-in-fact herein granted shall be limited to, and shall be for the sole and exclusive purpose of executing the aforementioned Declaration of Protective Covenants governing Silver Lakes Estates Subdivisions No. 1 and No. 2 on behalf of NORTHWEST. No other rights, powers or authority are granted to said attorney-in-fact.

DATED this 6th day of July, 1994.

NORTHWEST CAPITAL MANAGEMENT TRUST CO.

By [Signature]
Gilbert Moyle
Its: President

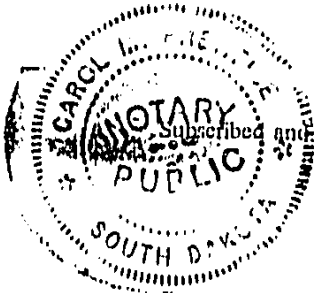
STATE OF South Dakota

COUNTY OF Leaning Rock

: ss.

On this 6th day of July, 1994, personally appeared before me GILBERT MOYLE, President of NORTHWEST CAPITAL MANAGEMENT TRUST CO., the owner of Lot No. 9 in Silver Lake Estates Subdivision No. 1 who acknowledged NORTHWEST CAPITAL MANAGEMENT TRUST CO. to be the owner of said Lot No. 9, and being duly authorized to do so, executed the foregoing Special Power of Attorney.

[Signature]
GILBERT MOYLE



Subscribed and sworn to before me this 6th day of July, 1994.

Carol M. Rentsch
NOTARY PUBLIC

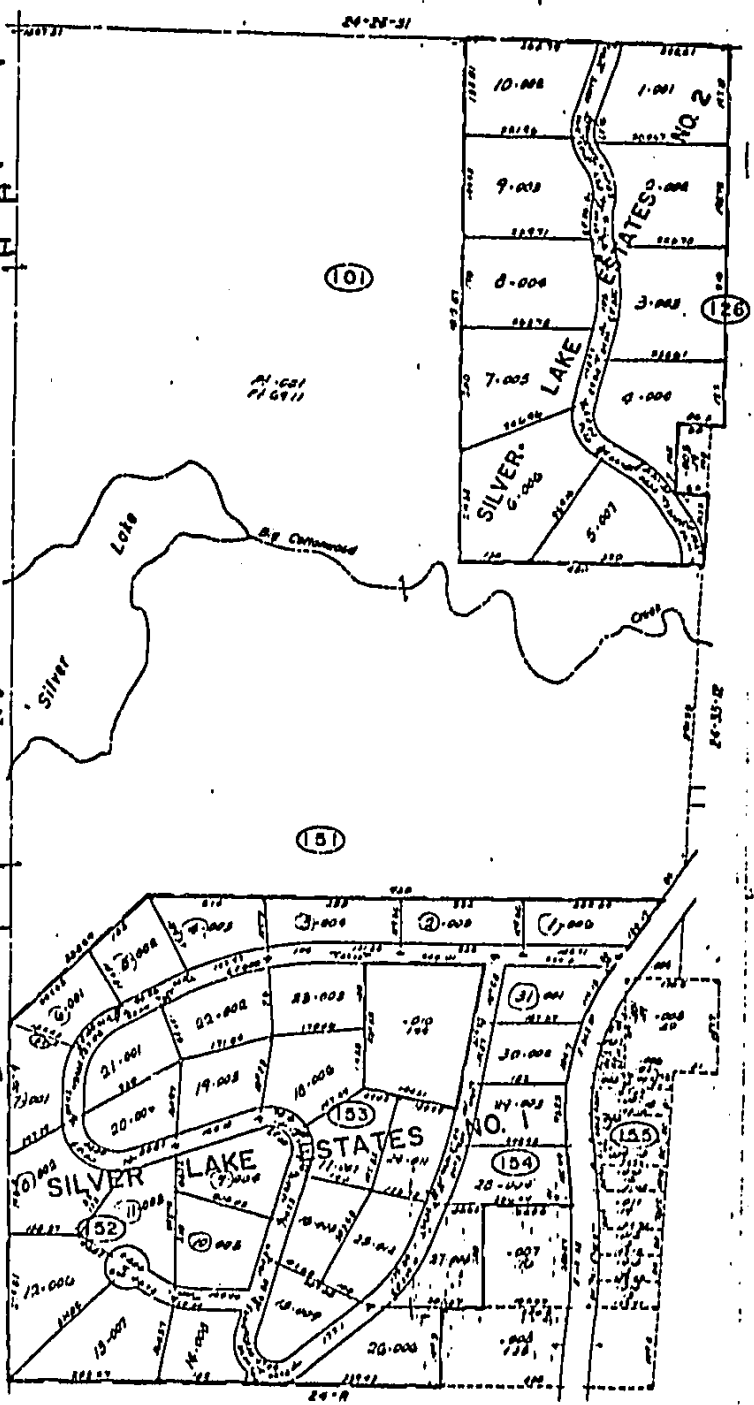
Residing at Rapid City, SD

My Commission Expires:

12-17-95

- 1 Karin Brown
- 2 Elizabeth C. Buchner
- 3 Ross Workman
- 4 Elizabeth M. Greer
- 5 Karin Brown
- 6 Linda Burbidge
- 7 Linda Burbidge
- 8 James H. Moyle II
- 9 Alice Yeates
- 10 James H. Moyle, II

- I 1 Brighton Prop.
- 2 Suzanne Scott
- 3 Brighton Prop.
- 4 " "
- 5 " "
- 6 " "
- 7 Karin Brown
- 8 Brant, Suzanne
- 9 Gil D. Moyle Jr.
- 10 Miriam H. Madsen
- 11 Janet M. Nielsen
- 12 Helen Jones
- 13 James H. Moyle II
- 14 Henry D. Moyle
- 15 Pat Light & Adrienne
- 16 Suzanne Scott
- 17 Marie Wangeman
- 18 John R. Moyle
- 19 Richard W. Moyle
- 20 Elizabeth M. Greer
- 21 David C. Greer
- 22 Linda Burbidge
- 23 Elizabeth M. Greer
- 24 P. Light & James Light
- 25 P. Light, Dorian Shaw
- 26 Sally Grant
- 27 Alice Young
- 28 Caroline C. Pinney
- 29 Helen C. Murphy
- 30 Miriam H. Madsen
- 31 Virginia Marsh



2758
 COO
 SALT LAKE COUNTY

SCALE: 1" = 100'
 24-35-11

SALT LAKE CO.
 W. 1/2 NW 1/4 SEC. 35 T.2S. R.3E.

PLAT
 CO. RECORDER

BK 74 77 PG 0202