

3. Murray City and Other Approval.

Restrictions and covenants do not waive the requirements of Murray City or any other required public agency review or permit approval process or of any other criteria other than the requirements of this Declaration and any architectural Guidelines.

4. Building Location.

(a) Building location must conform to the requirements of Murray City.

(b) For the purpose of this covenant, eaves, steps and porches are not considered as part of building, provided however, that this shall not be construed to permit any portion of building on a lot to encroach upon any other lot.

5. Roofing and Exterior Materials.

All exterior materials utilized on dwellings and other structures shall consist of stone, brick, acrylic stucco and wood. Aluminum, steel and vinyl materials may only be used for soffit and fascia. The roofing material for all homes or other structures built on any lot shall be either cedar shingles, tile or laminate asphalt shingles.

6. Paving.

Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas are not permitted.

7. Solar Equipment.

Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

8. Antennae.

All TV or radio antennae are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception. Satellite dish antennae are allowed on the exterior of home, provided they are screened from street view. Satellite dish antennae with a diameter greater than thirty inches (30") are not permitted on roofs or walls.

9. Pools, Spas, Fountains, Game courts.

Pools, spas, fountains and game courts are permitted but shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures are prohibited.

10. 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 an annoyance or nuisance to the neighborhood. No clothes line or storage or any articles which are unsightly shall be permitted unless located in enclosed areas built and designed for such purposes. Automobiles and other vehicles are to be stored only in garages or permitted side yard parking pads, trailers, boats or other large recreational items shall be stored on a side yard parking pad.

11. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanent.

12. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of weeds, trash and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

13. Animals and Pets.

Dogs, cats or other household pets may be kept as permissible within the current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under the owner's control. Whenever a pet is allowed to leave a lot, it shall be on a leash or in a cage. No pets are allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by the owner and kept in the back yard.

14. Landscaping.

Front yard landscaping (from the street to the front corner of the home) shall be completed prior to issuance of final occupancy permit (weather permitting). Balance of landscaping shall be in place within 12 months after occupancy. Planting material in park strip shall consist of grass and trees supplied by Murray City only. No other material shall be used in park strip, except mailbox. Landscaping shall be well maintained and groomed, free of weeds and debris.

15. Subdivision of Lots.

No owner of any lot within the subdivision is permitted at any time to subdivide their lot or any portion thereof which would result in a lot remaining with less than 8,000 square feet or which would create an additional lot.

16. Recreational Vehicles.

No boats, trailers, large trucks or commercial vehicles belonging to owners or other residents of the property shall be parked in a side yard which is less than 8 feet in width. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any lot, except that these restrictions do not apply to emergency repairs to vehicles.

17. Fences and Boundary Walls.

No fence, wall or hedge shall be constructed or permitted with a height greater than permitted by Murray City. Chain link or uncovered concrete walls are not permitted. Concrete caps are permitted. Only side yard fences, walls and hedges are permitted beyond the front corners of home and then only at a height not greater than three feet. No fences, walls or hedges shall be permitted across the front of a lot.

18. Mailboxes.

All mailboxes shall be designed to a standard equal to the mailbox located at 6658 South Murray Bluffs Road (1200 West), Murray, Utah 84123. Acceptable materials for construction shall be consistent with the adjacent building (brick, stone or acrylic stucco) glass block and concrete cap.

19. Surface Water.

Surface water shall be controlled so as to avoid discharge of surface water onto any adjoining lot.

ARTICLE II
EASEMENTS

1. For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

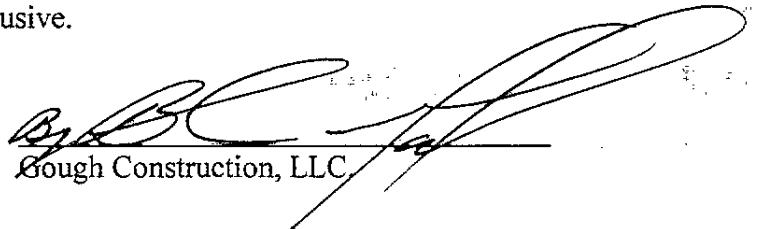
2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television line or drainage facilities are installed within the subject property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots owned by other, or to have facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as when the same may be necessary. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

ARTICLE III
DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of Restrictions. These covenants are to run with the land and are binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants are automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or part.

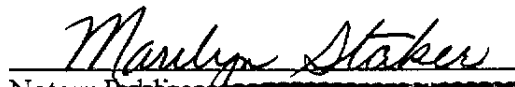
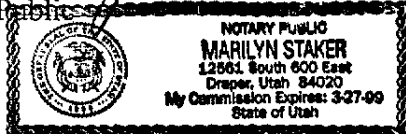
2. Severability. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which will remain in full force and effect.

3. Enforcement. The owner or owners of any portion of the subject property are entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the Declarant executing these conditions, covenants and reservations or any property owner, or their legal representatives, heirs, successors or assigns to enforce any of said covenants or restrictions are in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein are deemed cumulative and not exclusive.


Gough Construction, LLC

State of Utah)
)ss.
County of Salt Lake

On the 31st day of December, 1998, personally appeared before me the signer(s) of the above instrument, who duly acknowledge to me that they executed the same.


Notary Public


My Commission Expires :
Residing at : 3-27-99
Salt Lake County

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