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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SCOTT HILTON
1966 E 3080 S
SLC UT 84106
BY: ZJM, DEPUTY - WI 3 P.

East Mill Cove Subdivision
Declaration of Building and Use Restrictions

PART A: PREAMBLE

KNOW ALL MEN BY THESE PRESENTS,
THAT WHEREAS, the undersigned, being the owners of the following described real
property located in Salt Lake County, State of Utah:

Lots 1 through 5 inclusive, of the East Mill Cove Subdivision, according to the
plat thereof as recorded in the office of the County Recorder of said County

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and
do declare that all conveyances of said lots shall be made subject to the following
conditions, restrictions and stipulations:

PART B: RESIDENTIAL AREA CONVENANTS

1. Land Use and Building Type. No lot shall be used except 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 and a private garage for no less than two vehicles. All construction shall be of new materials. Three car garages are encouraged.
2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control 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.
3. Fence Limitation. No fence or all shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C.
4. Dwelling Quality and Size. All dwellings shall be of quality workmanship and material as approved by the Architectural Control Committee. The main floor of the main structure, exclusive of one-story open porches and garages, shall be no less than 2,000 square feet for ramblers. The main floor of two-story structures shall be no less than 1,500 square feet with a total of 3,000 square feet finished. Exteriors shall be of brick, stucco (acrylic preferred), rock or combinations of aforementioned materials or other masonry materials as approved by the Architectural Control Committee. Aluminum siding for exterior materials (except soffits and fascia) is prohibited unless specifically approved by the committee. Use of wood and / or aluminum siding may be used only after receiving approval of the Architectural Control Committee. Possible exceptions may be for items such as bay windows and gables.
5. Easements Provisions. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or

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permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which obstructs or retard the flow of water through drainage 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 those improvements for which public authority or a utility company is responsible.


6. 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 drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in un-enclosed areas. No automobiles, trailers, boats or other vehicles are to be stored on streets or in front side lots unless they are being loaded, unloaded or washed. Any such vehicles shall be stored off site as not to be seen from the adjoining street.
7. Temporary Structures. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.
8. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder/developer to advertise the property during the construction and sales period.
9. 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 a leash under handler's control.
10. 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. 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 are to be stored on any lot in view of the public.
11. 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 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 a public authority or utility company is responsible.
12. Satellite Dishes / Antennae. Satellite dishes and antennae are to be mounted on the back side of the roof, or the back side of the home so as not to be visible from the front of the home.
13. Driveways. Driveways are to be made from a "finished" material (e.g., concrete, asphalt, brick pavers, etc.) and not to be made of gravel or dirt.

PART C: ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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, the remaining member of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties after the sale of the last remaining lot. The Architectural Control Committee is composed of David K. Richards, Scott Hilton and David E. Richards.
2. Procedure. 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 within 30 days after plans have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

PART D: GENERAL PROVISIONS

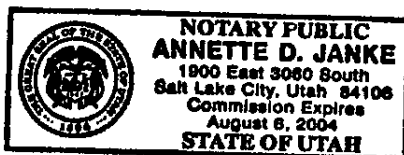
1. Terms. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
3. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.


Scott Hilton
Managing Partner

STATE OF UTAH)
County of Salt Lake) ss.

On the 8th day of September, 2002, Scott Hilton personally appeared before me as the signer of this document.

Subscribed and sworn to before me this 8th day of September, 2002.



Annette D Janke
County of Salt Lake
My Commission Expires

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