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DECLARATION OF RESTRICTIVE COVENANTS REGARDING MAINTENANCE OBLIGATIONS

THIS DECLARATION OF RESTRICTIVE COVENANTS REGARDING
 MAINTENANCE OBLIGATIONS ("Declaration"), dated this 20th day of September 2004,
 is executed by SALISBURY DEVELOPMENT, L.C., a Utah limited liability company
 ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of those certain lots located in Salt Lake County,
 Utah, and more particularly described as Lots 631-638 in Jordan Hills Villages, Maples Phase 6
 (each a "Lot," and collectively the "Property"); and

WHEREAS, Kennecott Utah Copper Corporation, a Delaware corporation ("Kennecott")
 is the successor-in-interest to the original grantee under that certain RIGHT OF WAY DEED
 dated June 11, 1946, and recorded at Book 495, page 260, of the records of the County Recorder
 of Salt Lake County, State of Utah (the "Railway Easement"); and

WHEREAS, a portion of the Railway Easement is adjacent or contiguous to the rear
 (northern) boundary of the Property; and

WHEREAS, pursuant to an agreement with Kennecott wherein Kennecott agreed to
 terminate a snow fence easement affecting the Property, Declarant has constructed or will
 construct a six (6) foot vinyl fence along the Property's rear (northern) boundary line adjacent or
 contiguous to the Railway Easement (the "Fence") and has agreed to impose upon each Owner
 (as defined below) the perpetual obligation, for the benefit of Kennecott and its successors and
 assigns as the grantee of the Railway Easement, to maintain, repair and replace when necessary
 that portion of the Fence located along the boundary line of such Owner's Lot.

NOW, THEREFORE, Declarant declares as follows:

1. As used in this Declaration, "Owner" means the person, and its successor or assigns, that at the time concerned is the legal owner of record (in the official records) of a whole or undivided fee interest in any portion of one of the Lots, including, but not limited to, any person or entity owning fee simple title to all or any portion of a Lot, whether solely, as joint tenant or as tenant in common.
2. Each Owner shall, at its sole expense, maintain in good and workable condition, and repair and replace when necessary, that portion of the Fence located on the Owner's Lot. In the event that all or a portion of the Fence located on an Owner's Lot requires replacement, such replacement shall be substantially the same in quality and design as the existing Fence. The obligation contained herein shall continue perpetually in full force and effect.
3. This Declaration and the covenants set forth herein regulating and restricting the use and occupancy of the Property (i) shall be and are covenants running with the Property and are binding upon all subsequent Owners and (ii) are not merely personal covenants of Declarant. This Declaration and the covenants herein are intended to benefit the Railway Easement and shall be enforceable against any and all Owners by Kennecott and its successors and assigns as grantee of the Railway Easement as such easement may be amended or replaced from time to time by the parties thereto. In the event the Railway Easement merges with the ownership of the underlying fee simple estate, this Declaration and the covenants set forth herein shall survive for the benefit of the underlying fee simple estate and shall be enforceable by the owner thereof.
4. Any and all requirements of the laws of the State of Utah to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. Each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Declaration; provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Declaration.
5. The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions thereof.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first above written.

Declarant

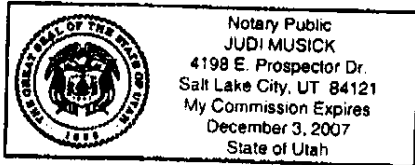
SALISBURY DEVELOPMENT, L.C.,
a Utah limited liability company

By: H. Burt Ringwood
Name: H. Burt Ringwood
Its: Limited Manager

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 27th day of September, 2004, by H. Burt Ringwood, the Limited Manager of Salisbury Development, L.C.

(Notary Seal)



Judi Musick
Notary Public

EXHIBIT "A"

The following described tract(s) of land in Salt Lake County, State of Utah:

All of Lots 631, 632, 633, 634, 635, 636, 637 and 638, JORDAN HILLS VILLAGES, MAPLES PHASE 6, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

20-27-300-013