

3216664

Recorded DEC 28 1978 at 10<sup>00</sup> A.M.  
Request of Dr. Albert O. Thompson  
Fee Paid KATIE L. DIXON  
Recorder, Salt Lake County, Utah  
\$ 700 By G. Schvaneveldt Deputy

DECLARATION OF USE RESTRICTIONS Ref. 35 35 Hillside Ln

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the County of Salt Lake, State of Utah, to-wit:

Lots 1 through 5, GAYLE SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, State of Utah.

1. The Driveways for said Lots will enter on to Gaylar Circle and will not enter on Hillside Lane.
2. No structures on said lots shall be more than 1 story in height from the Street level. (Affects Lots 1 and 5 only.)
3. The future owners of said Lots shall allow and make no objections to vehicles being parked along Hillside Lane.
4. The future owners of said lots shall allow and make no objections to the deposit of snow along the West side of Hillside Lane.

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty 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 proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(continued)

UT-54700

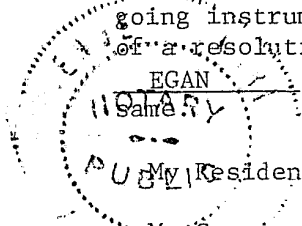
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Dated this 22nd day of December, 19 77.

Elbert O. Thompson  
ELBERT O. THOMPSON, Trustee  
STATE OF UTAH )  
COUNTY OF SALT LAKE) ss.

EGAN & ASSOCIATES CONSTRUCTION CO., INC.  
Charles N. Egan  
Charles N. Egan, President

On the 22nd day of December, 1977, personally appeared before me CHARLES N. EGAN, who being by me duly sworn did say, that he, the said CHARLES N. EGAN is the president of EGAN & ASSOCIATES CONSTRUCTION CO., INC., and that the within and foregoing instrument was signed in behalf of said Corporation, by authority of a resolution of its Board of Directors, and the said CHARLES N. EGAN duly acknowledged to me that said Corporation executed the

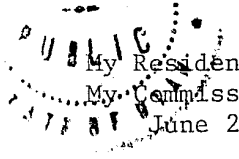


My Residence Is: Salt Lake City, Utah  
My Commission Expires:  
January 20, 1981

Wendie Harris  
NOTARY PUBLIC

STATE OF UTAH )  
COUNTY OF SALT LAKE) ss.

On the 22nd day of December, 1977, personally appeared before me ELBERT O. THOMPSON, Trustee, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



My Residence Is: SLC, Utah  
My Commission Expires:  
June 22, 1980

Raymond B. Boyer  
NOTARY PUBLIC

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