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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 INTEGRATED TITLE INS. SERVICES
 BY: SAM, DEPUTY - WI 15 P.

When recorded, return to:

Nathan A. Anderson
 West Capitol Hill, LLC
 4915 South Waimea Way
 Salt Lake City, Utah 84117

Tax Parcel Nos.: 08-25-452-013 and 08-25-452-015

**DECLARATION OF COVENANTS,
 CONDITIONS, AND RESTRICTIONS OF
 WEST CAPITOL HILL TOWNHOMES, P.U.D.**

This Declaration of Covenants, Conditions and Restrictions of West Capitol Hill Townhomes, P.U.D. (this "Declaration") is made and entered into as of April 3, 2007, by WEST CAPITOL HILL, LLC, a Utah limited liability company ("Declarant"), for the purpose of establishing a residential planned unit development project known as West Capitol Hill Townhomes, P.U.D.

RECITALS

A. Declarant is the owner of certain real property located in Salt Lake City, Salt Lake County, Utah, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Defined terms used in these Recitals and this Agreement shall have the meanings given in Article 1 below.

B. Declarant intends to create a residential planned unit development on the Property that will be known as "West Capitol Hill Townhomes, P.U.D." (the "Project"). The Property currently consists of two parcels of land. After recording a subdivision plat and this Declaration, the Property shall constitute the Project. Declarant intends to construct two (2) Buildings in connection with the Project. Each Building will be located on portions of four (4) Lots and will consist of four (4) Townhomes, such that upon completion there shall be eight (8) Lots upon which there will be constructed eight (8) Townhomes. Notwithstanding anything in this Declaration to the contrary, each Townhome shall constitute a single family residence that will be located on a separate Lot. The Project is not intended as a condominium project.

C. In connection with the development of the Project, Declarant is recording this Declaration for the mutual benefit of the Owners. Each Owner acquiring a Lot or a Townhome in the Project is taking the same subject to all of the terms and conditions of this Declaration and, by accepting title thereto, agrees to be bound by this Declaration.

DECLARATION

Declarant hereby declares that all of the Property described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Plat recorded concurrently herewith. This Declaration

is for the purpose of protecting the value and desirability of the Property and the individual Lots and Townhomes. This Declaration shall be construed as covenants of equitable servitude; shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof. The above Recitals shall constitute a part of this Declaration and are incorporated herein by this reference.

ARTICLE 1 DEFINITIONS

The following terms shall have the meaning indicated wherever used in this Declaration:

Section 1.1. “Building” means one of two (2) buildings comprising the Project. Each Building will be located on portions of four (4) Lots and will consist of four (4) Townhomes. The Buildings are generally shown and described on the Plat.

Section 1.2. “Building Owners” has the meaning given in Section 3.1 below.

Section 1.3. “Declarant” means West Capitol Hill, LLC, a Utah limited liability company and its successors and assigns.

Section 1.4. “Declaration” means this Declaration of Covenants, Conditions and Restrictions of West Capitol Hill Townhomes, P.U.D., including all exhibits, schedules, and attachments hereto, as the same may be amended or modified from time to time in the manner provided herein.

Section 1.5. “Lot” means a separately numbered and individually described plot of land shown on the Plat and designated as a Lot for private ownership. The dimensions of each Lot are shown on the Plat.

Section 1.6. “Mortgage” means a mortgage, deed of trust, or similar instrument encumbering a Lot, and “Mortgagee” means the mortgagee or beneficiary named in such Mortgage.

Section 1.7. “Owner” means the entity, person, or group of persons owning record fee simple title to any Lot and the Townhome located thereon. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one “Owner” for purposes of this Declaration, including without limitation for purposes of voting and notice.

Section 1.8. “Plat” or “Map” means the subdivision or planned unit development Plat for the Project that has been recorded, or that shall be recorded within sixty (60) days after the recordation of this Declaration.

Section 1.9. "Project" means the residential subdivision project known or referred to as "West Capitol Hill Townhomes, P.U.D." which comprises the entire Property and which is made subject to this Declaration.

Section 1.10. "Property" means the real property which is more fully described in Exhibit A attached hereto and incorporated herein by this reference.

Section 1.11. "RDA" means the Redevelopment Agency of Salt Lake City, a public agency, and its successors and assigns.

Section 1.12. "RDA Documents" has the meaning given in Section 2.3 below.

Section 1.13. "Townhome" means a single family dwelling located on a Lot, with or without walls or roofs in common with other single family dwellings located on adjacent Lots. When the term "Townhome" is used herein, it includes the fee title interest in the applicable Lot and the single family dwelling located thereon, together with all related improvements thereto.

ARTICLE 2 **PROPERTY RIGHTS**

Section 2.1. Restrictions on Ownership. The Project will consist of eight (8) Lots. Declarant intends to construct two (2) Buildings in connection with the Project. One Building will be located on portions of Lots 1, 2, 3 and 4 and the other Building will be located on portions of Lots 5, 6, 7 and 8. Each Building will contain four (4) Townhomes, with one Townhome located on each Lot. The Townhomes in each Building will be connected with walls and roofs that form a common plane, that give an appearance of a single structure, and that are not divided or otherwise designed in a manner intended to demark separate Townhomes. The Townhomes in each Building shall not share common or party walls between them, but shall each have separate wall(s) between it and the adjoining Townhome(s), with a dead space in between such separate walls that runs from the concrete slab to the roof. The Buildings and Townhomes will have a similar architectural style and color that will enhance the overall visual appeal of the Project and will be for the mutual best interests of the Owners. This Declaration confers certain rights and benefits, and imposes certain restrictions and limitations, on the Owners in connection with their ownership of a Lot. By taking title to a Lot, each Owner agrees to take the same subject to the terms and conditions of this Declaration, as the same may be amended or modified from time to time in the manner herein provided.

Section 2.2. No Common Areas. The Project is a single family residential subdivision (subject to permitted commercial or business uses as hereinafter provided), and there are no common areas located within the Project. No Owner of a Townhome shall have any rights, duties, easements, or other interests with respect to any other Townhome in the Project, except as expressly set forth herein, and no Owner of a Lot shall have any right to occupy or use any other Lot, except as expressly set forth herein.

Section 2.3. Redevelopment Agency of Salt Lake City. The Property was acquired by Developer from the RDA. In connection with such acquisition, the RDA placed certain restrictions and limitations on the use of the Property, some of which are more fully set forth in this Declaration, the Special Warranty Deed by which the RDA conveyed title of the Property to Declarant, and other documents which may be recorded in the official records of the Salt Lake County Recorder with respect to the Project, including without limitation a Development Agreement dated July 25, 2006, as supplemented by an addendum dated July 25, 2006, and as amended by an Amendment to Development Agreement of even or recent date herewith (collectively, the "RDA Documents"). By taking and recording title to any Lot or Townhome, the Owner thereof takes title subject to the terms of this Declaration and the RDA Documents and acknowledges that the RDA shall have the right, but not the obligation, to enforce all or certain provisions of this Declaration or the RDA Documents, which the RDA may do in its sole discretion. The RDA shall have no obligation or liability whatsoever to the Owners or any other person with respect to the Project, including without limitation the design or construction of any Building, Townhome, or other improvement with respect to the Project; the use of any Townhome; the maintenance or condition of the Project, any Building, or any Townhome; any damage or claims to property or individuals pertaining to the Project; or any other matters whatsoever with respect to the Project and the development, use, enjoyment, or maintenance thereof. Any action taken by the RDA pursuant to this Declaration shall be deemed for its own benefit and shall not create any right, benefit, or expectation in any other person. The taking of any action by the RDA hereunder on one or more occasion shall not obligate it to do so on any other occasions, whether similar or otherwise, and the failure to take any action by the RDA hereunder shall not constitute a waiver of such right.

ARTICLE 3

BUILDING OWNERS VOTING RIGHTS

Section 3.1. Building Owners. This Declaration provides for certain rights and actions that may be taken by the Owners of Townhomes in a Building for the mutual benefit of all Owners of Townhomes in such Building. As used herein, "Building Owners" means, as to each Building, the Owners of Townhomes in that Building, such that there shall be two (2) groups of Building Owners, one group for each of the Buildings. Actions that may be taken pursuant to this Declaration by Building Owners as to a particular Building shall be restricted to the Owners of Townhomes in such Building.

Section 3.2. Actions by Building Owners. Whenever any action, approval, or consent of the Building Owners is authorized or required pursuant to this Declaration, such action, approval, or consent shall require a majority of the Owners for such Building. For purposes of voting on matters requiring the consent or approval of Building Owners, the term "Owner" includes only record fee title owners; provided, however, an Owner selling a Lot pursuant to a written purchase contract that complies with the requirements and limitations of this Declaration concerning sales and transfers may grant to the purchaser under such contract such Owner's proxy if such grant is made in writing and evidence thereof is given to the other Building Owners. An Owner shall not include a Mortgagee or persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or

similar proceedings and record title is transferred to such purchaser. When more than one person holds an ownership interest in any Lot, the group of such persons shall be treated as a single Owner. The vote for such Lot shall be exercised as the Owners determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot, except as permitted in Section 3.3 below. A vote cast by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made to the other Building Owners prior to the casting of the vote or within three (3) days thereafter by another co-Owner of the same Lot. If an objection is made, the vote involved shall not be counted for any purpose until such objection is withdrawn.

Section 3.3. Voting by Declarant. Notwithstanding anything in this Article 3 to the contrary, the Declarant shall be entitled to three (3) votes for each Lot owned by Declarant until the happening of the following events, whichever first occurs:

- (a) upon conveyance of seventy-five percent (75%) of the Lots subject to this Declaration to purchasers; or
- (b) the expiration of seven (7) years from the date the first Lot is conveyed to a purchaser; or
- (c) Declarant notifies the other Building Owners in writing that it is waiving its voting rights under this Section 3.3.

Upon the occurrence of the first of the foregoing events, Declarant shall be entitled to one (1) vote for each Lot owned by it.

ARTICLE 4 **EXTERIOR MAINTENANCE**

Section 4.1. Exterior Maintenance. Each Owner shall be responsible, at his or her sole costs and expense, for the exterior maintenance of such Owner's Townhome and Lot, including without limitation the painting, repairing, replacing and caring for roofs, flashing, rain gutters, downspouts, exterior building surfaces, fences, glass, windows, doors, screens, lights, mailboxes, trees, shrubs, grass, landscaping, walks, driveways and other exterior improvements. Each Owner agrees to maintain his or her Lot and Townhome in good condition and repair, including without limitation the removal of trash, debris, and garbage. Each Owner acknowledges the mutual benefit of having a common and consistent exterior appearance for all Townhomes located in a Building and agrees that any repainting, resurfacing, residing, or other alteration of the exterior of any Townhome shall be made in a manner that conforms to and is consistent with the architectural style, color, quality of products, and visual appearance of the Building in which such Townhome is located. Prior to making any alteration or repair to the exterior of a Townhome that changes the color or appearance thereof or that utilizes different building materials, the Owner of such Townhome shall first consult with the other Building Owners in which such Townhome is located.

Section 4.2. Performance of Maintenance by Building Owners. If (a) an Owner fails to maintain the exterior of his or her Townhome as required herein, or (b) if a majority of the Building Owners determine that it is reasonable or necessary to provide for the common maintenance and repair of the Building, then, notwithstanding anything herein to the contrary, the Building Owners may, by majority vote, agree to make such repairs and maintenance and to incur such costs and expenses as may be reasonable for such purposes. Not less than ten (10) days' written notice of any decision by the majority of the Building Owners shall be given to any non-consenting Building Owner before commencing any maintenance or repairs. Such written notice shall state in reasonable detail the action being taken and the estimated cost thereof. Any non-consenting Building Owner who objects to such action may initiate appropriate legal action within such 10-day notice period, including obtaining injunctive relief, to prevent such maintenance and repairs. Each Building Owner agrees to pay his or her share of the costs and expenses incurred by the Building Owners pursuant to this Section 4.2. If the action is taken pursuant to clause (a) of this Section 4.2 based on the failure of an Owner to maintain the exterior of his or her Townhome, such Owner's share shall be the entire amount of such costs and expenses. If the action is taken pursuant to clause (b) of this Section 4.2 based on the maintenance and repair of the exterior of a Building, each Building Owner's share shall be a fraction, the numerator of which is 1 and the denominator of which shall be the number of Townhomes in the Building. Each Building Owner agrees to pay his or her share of costs and expenses incurred pursuant to this Section 4.2 within five (5) days after the maintenance and repairs are completed.

Section 4.3. Enforcement Actions. If a Building Owner fails to pay his or her share of costs and expenses pursuant to Section 4.2, then the other Building Owners may initiate legal action against such defaulting Building Owner in any court of competent jurisdiction to recover such defaulting Building Owner's share of costs and expenses, together with interest thereon at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees and expenses and court costs.

Section 4.4. Trash Removal. The Owner of each Townhome and Lot shall keep the same free from garbage, refuse, rubbish, litter, and other debris. All temporary storage of garbage, refuse, rubbish, litter, and other debris shall be within garbage containers supplied by Salt Lake City Public Services and kept on the applicable Lot until the time of removal by Salt Lake City Public Services. Owners will place garbage containers for trash removal in accordance with the requirements of Salt Lake City and/or Salt Lake City Public Services, as such requirements may be enacted or modified from time to time.

ARTICLE 5 **INSURANCE**

Section 5.1. Casualty Insurance. Each Owner agrees to keep such Owner's Townhome insured against loss or damage by fire for the full insurance replacement cost thereof and with coverages, exclusions, and deductibles as are common in the Salt Lake City area with respect to similar properties.

Section 5.2. Restoration and Repairs. Each Owner agrees to use any insurance proceeds received on account of the damage or destruction of the Townhome or any

improvement on such Owner's Lot for the restoration and repair thereof. Each Owner agrees to make such restoration and repairs promptly upon receipt of any insurance proceeds and to complete the same in a good and workmanlike manner and in manner consistent with the terms of this Declaration.

ARTICLE 6 **USE RESTRICTIONS**

Section 6.1. Construction, Business, and Activities of Declarant. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities and conduct such activities on Lots owned by Declarant as may be reasonably necessary, convenient or incidental to the development of the Project and the construction and sale of Lots and Townhomes, including without limitation storage areas, construction yards, signs, model units and sales offices.

Section 6.2. General Use Restrictions. All of the Property which is subject to this Declaration shall be used primarily for residential purposes; provided, however, up to three hundred (300) square feet of the first floor (*i.e.*, the ground floor which includes the garage) may be used for commercial or business purposes consistent with permitted uses in "MU" or "mixed use" zoning districts pursuant to Section 21.A.32.130 of the Salt Lake City Zoning Ordinances. Residential purposes shall include residential dwellings and other improvements generally associated therewith, including without limitation attached garages, sheds, and other structures of a residential nature and use. All buildings or structures erected on the Property shall be of new construction when built and no buildings or structures shall be removed from other locations to the Property. After the initial construction of the Townhome on a Lot, no subsequent building or structure dissimilar to that initially constructed shall be built on that Lot, except that an Owner may construct fences, arbors, sheds, decks, and similar structures that are consistent with the general quality of construction and style for the Project and that are not attached to the exterior of any Building. No building or structure of a temporary character, trailer, tent, camper, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time.

Section 6.3. Signs; Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than two (2) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Townhome or Lot; provided, however, a sign not greater than 18 inches by 18 inches may be permitted to be displayed on the entry door located on the first or ground floor of each Townhome and used to identify a business being conducted in such Townhome consistent with Section 6.2 above. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Property except as permitted in Section 6.2 above. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period.

Section 6.4. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any part of the Property nor shall anything be done thereon which may be or may become

an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance.

Section 6.5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets, three (3) or less in total number for each Lot, may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further that such household pets are kept in compliance with applicable law. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to other Owners.

Section 6.6. Special RDA Use Restrictions. The following restrictions are made applicable to the Project by the RDA Documents:

(a) All Lots and Townhomes shall initially be sold at market (not subsidized) prices.

(b) All Townhomes shall be "owner-occupied," and no Townhome may be rented to any person who is not an Owner; provided, however, (i) a majority of the Owners may permit a rental of a Townhome on a temporary basis, not to exceed twelve (12) months during any 10-year period, for the purpose of accommodating an Owner's temporary absence from that Townhome; and (ii) Developer shall have the option to retain one of the Lots and Townhomes as personal living space for Developer's owner or principal for a maximum period of eighteen (18) months. Upon expiration of the maximum occupancy period described in the preceding clause (ii), the subject Lot and Townhome shall be sold under the same terms as the other Lots and Townhomes. The Agency reserves the right to periodically inspect the Lot or Townhome used by Developer or its owner or principal under the preceding clause (ii) for contractual compliance or to request documentation associated with the property transfer.

(c) A majority of the Owners must approve the sale of more than one (1) Lot to a single buyer.

(d) No Townhome may be rented or used primarily for commercial purposes.

(e) Each Owner shall have the right to cure any defaults and to enforce any agreement or covenant made or deemed to have been made by the Declarant or any other Owner in this Declaration, and to pursue any other rights or remedies granted herein.

(f) No Owner shall discriminate against or segregate any person or group of persons on the basis of race, creed, color, religion, sex, marital status, age, disability, ancestry or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of such Owner's Lot or any part thereof, including any improvement erected or to be erected thereon.

(g) No Owner shall create or permit to exist on his or her Lot any activity or condition that constitutes a nuisance under this Declaration or applicable law.

(h) Any equipment installed on the roof of any Townhome must not be visible from any street adjacent to the Property.

(i) Each Owner must maintain his or her Lot in good condition and repair, including without limitation the removal of weeds and debris.

(j) No motor vehicle which is inoperable shall be stored or repaired on any Lot for more than seventy-two (72) hours.

(k) No motor vehicle, whether or not operable, shall be serviced or repaired on any Lot, except in an emergency or for minor, incidental repairs that can be completed within twenty-four (24) hours.

(l) Each Owner shall pay all real property taxes and assessments when the same become due and payable, subject to exercising any rights of appeal so long as no action is taken that would result in the sale of any Lot for unpaid taxes.

(m) For a period ending twenty-five (25) years after the date this Declaration is recorded in the official records of the Salt Lake County Recorder, State of Utah, this Declaration may not be amended, modified, rescinded, or terminated in any manner without the prior written consent of the RDA.

The RDA may, in its sole discretion, take such action as it deems reasonable, necessary, or convenient to enforce any restriction, term, or covenant contained in this Declaration, including without limitation this Section 6.6, and to pursue any right or remedy available at law or in equity.

Section 6.7. External Apparatus. No Owner shall cause or permit anything (including without limitation awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof of any Townhome; provided, however, each Townhome may hang or display one (1) national or decorative flag of a type and size that is not uncommon in residential areas in Salt Lake City and may display signs as permitted in Section 6.3 above.

Section 6.8. Exterior Television or Other Antennas. No exterior radio or other antennas or satellite dishes shall be placed, allowed or maintained upon any Lot; provided, however, each Lot may have one (1) television antenna or satellite dish which shall not exceed four (4) feet in height, shall not be visible from any street adjacent to the Project, and which otherwise satisfies all applicable laws.

Section 6.9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 6.10. Interior Utilities. All utilities, fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

Section 6.11. Leases. Any lease or rental agreement for any Lot or Townhouse shall comply with the requirements of Section 6.6 above, shall be in writing, shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and shall provide that any failure by lessee to comply with the terms of this Declaration shall be a default under the lease.

Section 6.12. Violation Constitutes a Nuisance. Any act or omission whereby any restriction, condition or covenant as set forth in this Declaration if violated in whole or in part is declared to be and shall constitute a nuisance, and the Declarant, any Owner, and/or the RDA may take such action and pursue such rights and remedies as may be necessary or otherwise available to abate, remove, or otherwise terminate such nuisance.

ARTICLE 7 EASEMENTS

Section 7.1. Encroachments. The Property and each Lot shall be subject to an easement for encroachments created by construction, settling, and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. If the structure encroaching on a Lot is partially or totally destroyed, and then rebuilt, the Owner of the Lot so affected agrees that minor encroachments of his or her Lot shall be permitted for the purposes of such construction or repair, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 7.2. Utilities. There is hereby created an easement upon, across, over and under the Lots as described or shown on the Plat. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Property to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment in the easement areas shown on the Plat, provided that all such services shall be placed underground.

Section 7.3. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the Project as reasonably necessary in the performance of their duties.

Section 7.4. Maintenance by Building Owners. An easement is hereby granted to the Building Owners, and to any maintenance company selected by the Building Owners, to enter in or to cross over any Lot in the performance of any maintenance or repair authorized in Section 4.2 above.

Section 7.5. Easement for Declarant. The Declarant shall have a transferable easement over and on the Lots for the purpose of initially constructing the Buildings and related improvements and for the purpose of doing all things reasonably necessary and proper in connection with the same.

Section 7.6. Other Easements. The easements provided for in this Article 7 shall in no way affect any other recorded easement.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1. Enforcement. The Declarant, any Owner, and/or the RDA shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including without limitation through any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Declarant, any Owner, or the RDA to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right of the Declarant, any Owner, or the RDA to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof, the party against whom enforcement is sought shall pay to the prevailing party a reasonable attorney's fee.

Section 8.2. Severability. All of conditions, covenants and restrictions contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or restrictions, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant, the Owners, the RDA, their respective successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 8.3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, any Owner, or the RDA, together with their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded. After such 40-year period, this Declaration shall be automatically extended for successive periods of five (5) years each; provided, however, the Owners, by vote of all of the Owners and the approval of all holders of first mortgages or deeds of trust affecting any Lot, may elect to not renew the term of this Declaration, in which event the Owners and such mortgagees shall record a notice with the Salt Lake County recorder to the effect that this Declaration has terminated, setting forth in such notice that the required votes and approvals have been obtained and that the termination has been made in accordance with the terms and conditions of this Section 8.3; and provided, further, that any perpetual easements, covenants and restrictions identified in the RDA Documents shall remain in effect in perpetuity (unless terminated sooner in accordance with the RDA Documents

or terminated pursuant to the written consent of the RDA) notwithstanding a permitted termination of amendment of this Declaration.

Section 8.4. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by the RDA (during the initial 40-year term of this Declaration), the Declarant (until such time as 6 of the Lots have been sold), and not less than sixty-seven (67%) of the Owners. Any amendment must be properly recorded in the records of Salt Lake County, Utah, to become effective. Notwithstanding the foregoing, the Declarant reserves the right until such time as it has sold more than 50% of the Lots, to amend the Declaration and/or the Plat, with the prior written consent of the RDA, for the limited purpose of complying with the laws, rules, or regulations of Salt Lake City, Salt Lake County, or the RDA, or with the requirements of holders, insurers, or guarantors of first mortgages, or to satisfy the requirements and applicable guidelines of the Federal Housing Administration or Veterans Administration.

Section 8.5. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postage prepaid, to the last known address of the person who is entitled to receive it.

Section 8.6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 8.7. Waivers. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 8.8. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

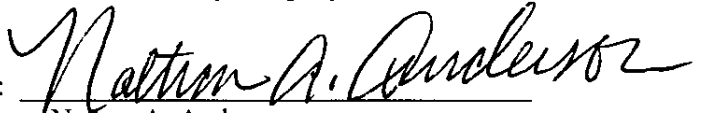
ARTICLE 9
ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned by it.

[Remainder of page intentionally left blank.
Signature page follows immediately.]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the date and year first written above.


WEST CAPITOL HILL, LLC,
a Utah limited liability company

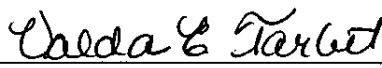
By: 
Nathan A. Anderson
Manager

The foregoing Declaration of Covenants, Conditions, and Restrictions for West Capitol Hill Townhomes, P.U.D., has been reviewed and approved by the Redevelopment Agency of Salt Lake City, Utah.


Dated: April __, 2007.

**REDEVELOPMENT AGENCY OF SALT
LAKE CITY**

By: 
Ross C. Anderson
Its Chief Administrative Officer

By: 
Valda E. Tarbet
Its Acting Executive Director

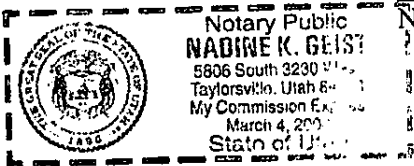
APPROVED AS TO FORM:


Jones, Waldo, Holbrook & McDonough

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 3 day of April, 2007, before me, the undersigned notary, personally appeared Nathan A. Anderson, the Manager of West Capitol Hill, LLC, a Utah limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

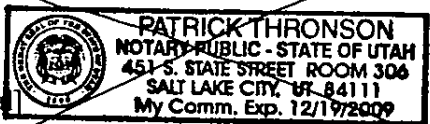
Nabine K. Geist

[seal]  Notary Public
NABINE K. GEIST
5806 South 3230
Taylorsville, Utah 84121
My Commission Expires
March 4, 2009
State of Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 4 day of ~~April~~ ^{June}, 2007, before me, the undersigned notary, personally appeared Ross C. Anderson, who being by me duly sworn did say he is the Chief Administrative Officer of the Redevelopment Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of the Agency.

Patrick Thronson

[seal]  PATRICK THRONSON
NOTARY PUBLIC - STATE OF UTAH
451 S. STATE STREET ROOM 306
SALT LAKE CITY, UT 84111
My Comm. Exp. 12/19/2009

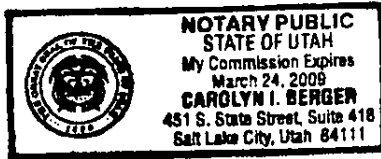
Notary Public

 PATRICK THRONSON
NOTARY PUBLIC - STATE OF UTAH
451 S. STATE STREET ROOM 306
SALT LAKE CITY, UT 84111
My Comm. Exp. 12/19/2009

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 30 day of ~~April~~ ^{May}, 2007, before me, the undersigned notary, personally appeared Valda E. Tarbet who being by me duly sworn did say she is the Acting Executive Director of the Redevelopment Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of the Agency.

Carolyn I. Berger

[seal]  NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
March 24, 2008
CAROLYN I. BERGER
451 S. State Street, Suite 418
Salt Lake City, Utah 84111

Notary Public

EXHIBIT A
(Legal Description of the Property)

The following real property is located in Salt Lake County, Utah:

Lots 1 through 8 of a proposed planned unit development known or to be known as WEST CAPITOL HILL TOWNHOMES, P.U.D., according to the official plat thereof to be recorded in the official records of the Salt Lake County Recorder, and consisting of the following real property:

Parcel 1:

Beginning at the southeast corner of Lot 1, Block 151, Plat "A", Salt Lake City Survey, running North 82 and ½ feet; thence West 8 rods; thence South 82 and ½ feet; thence East 8 rods to beginning.

Parcel Identification No. 08-25-452-013

Parcel 2:

Beginning 8 rods West from the southeast corner of Lot 1, Block 151, Plat "A", Salt Lake City Survey, running thence West 64 feet; thence North 8.5 rods; thence East 64 feet; thence South 8.5 rods to beginning.

Parcel Identification No. 08-25-452-015