

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
Clover Hills SUBDIVISION NO. 1  
RURAL SUBDIVISION

4044587

THIS DECLARATION, is made on the date hereinafter set forth by Gablestreet, Inc., a corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in South Jordan City, Salt Lake County, State of Utah, and more particularly described as follows:

All of Lots 1-13 Clover Hills Subdivision No. 1 according to the official records of the Salt Lake County Recorder located in Salt Lake City, Utah.

WHEREAS, Declarant intends to provide that the individual Lots located within the said development, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth,

NOW, THEREFORE, Declarant hereby declares that all of that certain parcel of real property described above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the subject property; and which shall run with the subject property and be binding on all parties having any right, title or interest in the subject property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CLOVER HILLS HOMEOWNER'S ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Project including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Project" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Easements" shall mean all private roadways, all easements owned by South Jordan City and all public utility easements located within the Project.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Project.

Section 6. "Declarant" shall mean and refer to Gablestreet, Inc., a corporation, its successors and assigns if

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such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Ingress and Egress. Every Owner shall have a right and easement of ingress and egress in and upon the private roadways which comprise a portion of the Common Easements of the Project, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the private roadways by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) The right of an Owner to dedicate or transfer all or any part of the private roadways to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lot shall be subject to assessment and every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot, except, when only a majority vote is required but a "tie" vote is cast with all members participating, the President of the Association shall exercise one additional vote in order to break the "tie."

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or

(b) on January 1, 1982.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

Annual assessments or charges for maintenance and improvement of the Common Easements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, an reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Project and for the improvement and maintenance of the Common Easements located upon the Project.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the closing on the first Lot sale to an owner, the maximum annual assessment shall be Five Hundred and no/100-----Dollars (\$ 500.00 ) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment without a vote of the membership, may be increased each year not more than 5% above the maximum assessment for the previous year or by an amount equaling the percentage increase, if any, which occurs in the Consumer Price Index for all urban consumers, as issued by the Bureau of Labor Statistics of the United States Department of Labor, as published for "All items," "U.S." City Average." In utilizing the Consumer Price Index to determine the adjusted maximum annual assessment, the then-in-effect annual assessment amount shall be divided by the index number in effect for the month of January which immediately precedes by twelve months the last occurring month of January. Said result shall then be multiplied by the index number in effect for the last occurring month of January.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the limits set forth in the immediately preceding paragraph by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Officers of the Association, with at least, two Officers voting affirmatively, may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 3. Written notice of any meeting called for the

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purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice required, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the closing on the first Lot sale to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Officers of the Association, with at least two Officers voting affirmatively, shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Officers of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the Common Easements or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

#### OFFICERS OF THE ASSOCIATION

Section 1. Officers. The affairs of the Association shall be managed by a President, Vice-President and Secretary-Treasurer. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

Section 2. Term. Each Officer shall be elected by a majority vote of the members of the Association for a term of one year.

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Section 3. Removal. Any Officers may be removed with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of an Officer, his successor shall be selected by the remaining Officers and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Officer shall receive compensation for any services he may render to the Association. Any Officer, however, may be reimbursed for his actual expense incurred in the performance of his duties.

Section 5. Powers. The Officers, acting as a board with at least two Officers voting affirmatively, shall have power:

(a) to adopt and publish rules and regulations governing the use of the Common Easements and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof; and

(b) to suspend the voting rights and right to use of the Common Easements of a Member during any period in which such Members shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from infraction of published rules and regulations; and

(c) to exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of this Declaration; and

(d) to employ a Manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 6. Duties. Acting as a board with at least two Officers voting affirmatively, it shall be the duty of the Officers to:

(a) cause to be kept a complete record of all their actions and to present a statement thereof to the members at an annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members of the Association who are entitled to vote;

(b) to supervise all Officers, managers, agents and employees of the Association, and to assure that their duties are properly performed; and

(c) as more fully provided herein to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(ii) to send written notice of any assessment to every Owner subject thereto at least thirty (30) days in advance of the annual assessment; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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(d) to issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of payment; and

(e) procure and maintain adequate liability and hazard insurance on the Common Easements.

(f) cause all Officers or employee having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the necessary maintenance and improvement of any of the Common Easements.

Section 7. Duties: Additional duties of the Officers are as follows:

President

(a) The President shall preside at all meetings of the Officers acting as a board; and shall see that orders and resolutions of the board are carried out; shall sign all written instruments and shall co-sign all checks. When a majority vote is required but a "tie" vote is cast, with all members of the Association participating, the President shall exercise one additional vote in order to break the "tie".

Vice-President

(d) The Vice-President shall act in the place and stead of the President, in the event of his absence, inability or refusal to act.

Secretary

(e) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Officers serve notice of meetings of the Members; and keep appropriate current records showing the Members of the Association together with their addresses.

Treasurer

(f) The Treasurer shall receive and deposit in appropriate bank accounts the monies of the Association and shall disburse funds as directed by resolution of at least two Officers acting as a board; shall sign all checks of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the project, nor shall any exterior additional to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have

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been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by two Officers of the Association.

#### ARTICLE VI

##### INSURANCE

The Officers shall obtain and maintain, at all times, a policy or policies insuring the Association and Lot Owners of Lots, and their invitees or tenants, incident to use of the Common Easements of the Project, issued by such insurance companies and with such limits of liability as determined by the Officers.

#### ARTICLE VII

##### RESIDENTIAL AREA COVENANTS

Section 1. 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 private garages and/or carports for not more than three vehicles. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of two Officers of the Association.

Section 2. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$95,000.00 including Lot, based upon cost levels prevailing on the date this Declaration is recorded. The main floor area of any one-story single-family dwelling unit, exclusive of one-story open porches and garages, shall be not less than 1200 square feet. For any two-story single-family dwelling unit, the main floor area, exclusive of two-story open porches and garages, shall be not less than 1,000 square feet on the first floor and not less than two-thirds the size of the first floor on the second story. For the purpose of this Declaration, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a Lot to encroach upon another Lot.

Section 3. Easement. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan and over the rear seven feet of each Lot. Within these easements, no structure, planting or other material 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 of flow of drainage channels in the easements, or which may obstruct 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 Association, except for those improvements for which a public authority or utility company is responsible.

Section 4. 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 two Officers of the Association will be permitted unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats, campers, motorhomes, trucks or other vehicles are to be stored on back or side Lots unless allowed by the South Jordan City Ordinances, and unless they are in running condition, properly licensed and are regularly used. No storage of any articles, material, equipment, or vehicles, or any nature is permitted in the front yard portion of any Lot except that regularly used

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passenger cars and light pick-up trucks may be parked in driveway areas.

Section 5. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot any time as a residence either temporarily or permanently.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except as allowed by the City Ordinances of South Jordan City located in Salt Lake County, State of Utah.

Section 7. Livestock and Poultry. Animals, livestock, or poultry may be raised, bred or kept on any Lot in accordance with the Ordinances of South Jordan City, located in Salt Lake County, State of Utah.

Section 8. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each Lot is to be kept free of trash, weeds and other refuse by the Lot Owners. No unsightly materials or other objects are to be stored on any Lot in view of the general public. Upon payment of any garbage collection fees required by South Jordan City, all garbage shall be placed on a dedicated city roadway at a location designated by South Jordan City for easy pick-up by said City's sanitation department.

Section 9. Sight Distance at Intersection. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and line connecting them at points 25 feet from the intersection of the street line or in case of a round property corner from the intersection of the street property line extended. The same sight line limitation shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line shall be maintained at sufficient height to prevent obstruction of any sight line.

Section 10. Oil and Mining Operations. No oil drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, minerals, excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. Landscaping. Trees, lawns shrubs or other planting provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of two Officers of the Association.

Section 12. Slop 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 slop ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of the water through drainage channels. The slop control area of each Lot and all improvement in them shall be maintained continuously by the owners of the Lot, except for those improvements for which a public authority or utility company is responsible.

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Section 13. Mail Pick-Up. Each Owner of any dwelling located within this subdivision shall place a mailbox, with Owner's name and address thereon inscribed, on a dedicated city roadway at a location designated by South Jordan City.

#### ARTICLE VIII

##### RURAL SUBDIVISION STANDARDS AND REQUIREMENTS

Section 1. Conformance. All buildings located within the rural subdivision shall conform to all applicable South Jordan City Ordinances including, but not limited to, building codes and set back requirements.

Section 2. Lots. There shall be no more than fifteen (15) Lots permitted to be located upon any private roadway within the rural subdivision or phase thereof. Each Lot, including private roadways, shall have a minimum size of one-acre and shall have a minimum width of ninety (90) feet. Any area within dedicated streets shall not be included in Lot size. No driveway located within the rural subdivision shall provide ingress and egress to more than three single family dwellings. This rural subdivision shall consist of private roadways which are not dedicated to South Jordan City, together with any dedicated street or streets deemed necessary by South Jordan City. Private roadways shall not consist of any intersections or loops and shall not be through streets.

Section 3. Prohibited Improvements. No private roadways within this rural subdivision shall contain curbs, gutters, sidewalks or dedicated streets or roadways.

Section 4. Private Roadway Requirements. All private roadways located within this rural subdivision shall be undedicated, asphalt roadways with a minimum total roadway width of 20 feet and a minimum asphalt width of twenty (20) feet. All set back requirements shall be measured from the outermost edge of utility or water-line easements. The landowners, at their sole expense, shall install, maintain and keep in good repair at all times such undedicated, asphalt roadways.

Section 5. Dedicated Streets. Any dedicated street located within this rural subdivision shall be fifty (50) in width with twenty-five (25) feet or more of asphalt and a four (4) foot sidewalk on one side of the dedicated street as determined by the Planning Commission of South Jordan City, all of which shall conform with all specifications and requirements for such dedicated streets as specified and approved by the South Jordan City Engineer.

Section 6. Recordable and Permanent Easements. Recordable and permanent easements for water lines, public sewers or any other purposes required by South Jordan City or other appropriate governmental entities shall be granted and conveyed by the Declarant or any Owner in a form acceptable to South Jordan City or governmental entity requiring the same. All of said easements shall be located in an acceptable location and shall have a minimum width of twenty (20) feet. None of said easements shall be located to include more than ten (10) feet of any private roadway, however, said easements may include areas covered by public utility easements. All of said easements shall grant to South Jordan City, or other appropriate governmental entity, permanent rights-of-way for ingress or egress, construction, installation, operation, maintenance, inspection, removal, repair, protection and reading of water meters, water lines, sewer lines and related facilities and shall be shown on the final plat.

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Section 7. Water-lines. Six inch minimum or larger designated water-lines shall be installed within the above-referred-to water-line easements under the supervision and inspection of the South Jordan City Water Department, but at the sole expense of the applicable Lot Owner. All water-lines must be approved by the South Jordan City Engineer and must be conveyed and transferred to South Jordan City with appropriate easements.

Section 8. "Dead-End" Signs. At the end of each private roadway there shall be a sign acceptable to South Jordan City denoting said private roadway to be a "deadend," said sign to be furnished and installed at the sole expense of the Declarant. The expense shall be paid in advance of the furnishing and installation of said sign with furnishing and installation to be performed by South Jordan City.

Section 9. Land Address Sign. A land address sign acceptable to South Jordan City, designating the name and address of any undedicated, asphalt roadway located in the rural subdivision shall be furnished and installed at the sole expense and cost of the Declarant. The expense and cost of said sign shall be paid in advance of the furnishing and installation to be performed by South Jordan City.

Section 10. Fire Hydrants. Declarant solely at its cost and expense, shall provide and install fire hydrants in this subdivision so that no existing houses or any future dwellings within this subdivision shall be farther than 250 feet away from a fire hydrant. All fire hydrants shall be installed solely in accordance with City specifications and requirements in acceptable easements granted to South Jordan City.

Section 11. Services. Except as provided herein, South Jordan City shall provide no services whatsoever, nor shall South Jordan City be responsible for providing any services whatsoever, to this subdivision, or the owners or to the Owners or inhabitants thereof, except South Jordan City shall maintain any dedicated streets, fire hydrants, water-lines and meters and only perform the following emergency services: police and fire protection.

Section 12. Emergency Services Easement. A recordable permanent ingress, egress and emergency services easement shall be given to South Jordan City in a form acceptable to South Jordan City. The total easement width shall be 20 feet with a minimum asphalt width of 20 feet. The purpose of this easement shall be only for ingress and egress of emergency vehicles and other South Jordan City personnel on City business.

(a) All utilities shall be provided through underground service.

(b) Approved utility easements with a minimum width of ten (10) feet shall be located immediately adjacent to and on each side of all private roadways situated within this subdivision. All public utility easements shall be granted and conveyed in a form acceptable to South Jordan City.

#### ARTICLE IX

#### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or

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by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Easements may be annexed to the Project with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of August, 1981.

DECLARANT:

GABLESTREET, INC.

By: Craig P. Burton  
Its: Vice President

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

On the 10th day of August, 1981, personally appeared before me Craig P. Burton and Craig P. Burton, who being by me duly sworn did say, each for himself, that he, the said Craig P. Burton, is the Vice President, and he, the said Craig P. Burton is the Craig P. Burton of Gablestreet, Inc., a Corporation by authority of a Resolution of the Board of Directors, and the said Craig P. Burton and Craig P. Burton, each duly acknowledge to me that said Corporation executed the same.



My Commission Expires:

Nov 26, 1984

Kathleen Bates  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

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JUDICIAL TITLE  
DEPT

KATHLEEN L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

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