

4134804

AMENDED
DECLARATION OF
PROTECTIVE COVENANTS FOR
NEWMAN'S LANE SUBDIVISION AND
RIGHT-OF-WAY MAINTENANCE AGREEMENT

THIS DECLARATION is made this 21st day of September, 1984,
by THE R. K. BUIE COMPANY INCORPORATED and BUIECORP INC. (Declarant):

I. PURPOSE OF COVENANTS.

1.1 It is the intention of Declarant, expressed by its execution of this instrument, that the property within Newman's Lane Subdivision (non-regular) be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surrounding of Newman's Lane Subdivision (non-regular) shall be always protected insofar as it is possible in connection with the uses and structures permitted by the instrument. Declarant hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

II. DEFINITIONS.

2.1 Declarant: "Declarant" means Buie Associates, together with its successors and assigns.

2.2 Property: "Property" means that certain real property located in Salt Lake County, Utah, described in Exhibit "A" attached hereto.

2.3 Building: "Building" means any building constructed on the Property.

2.4 Lot: A "Lot" shall mean any parcel of property shown as such on the recorded Subdivision plat.

2.5 Subdivision: "Subdivision" shall mean Newman's Lane Subdivision (non-regular) as approved by Salt Lake County.

III. NEWMAN'S LANE (non-regular) HOMEOWNERS ASSOCIATION.

3.1 General Purposes and Powers: Newman's Lane Homeowners Association ("Association") has been formed and incorporated as a Utah ~~non-profit~~ corporation constituted to perform functions as provided in this Declaration and to further the common interests of all owners of property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in the Declaration. The Association shall be obliged to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar

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functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial, profit making activity.

3.2 Membership in Newman's Lane Homeowners Association:

All persons who own any of the lands in the Subdivision, by whatever means acquired, shall automatically become Members of the Association, in accordance with the Articles of Incorporation and Bylaws of said Association as presently in effect and as the same may be duly amended from time to time and also filed or recorded in the Salt Lake County records.

IV. ARCHITECTURAL COMMITTEE.

4.1 Architectural Committee: The Architectural Committee shall consist of all Lot Owners. Said Architectural Committee shall have and exercise all of the powers, duties and responsibilities set out in this instrument.

4.2 Approval by Architectural Committee: No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, bridges, antennae, flag poles, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the Subdivision, nor shall any excavating, alteration of any stream, clearing, removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications therefor are approved by the Architectural Committee prior to the commencement of such work. Plans for dwelling houses and garages must be prepared by a licensed architect. A fee of \$50.00 shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements costing less than \$500.00 shall be submitted as directed to the Architectural Committee for approval but the fee of \$50.00 shall not be required. The Architectural Committee shall consider the materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, location with respect to topography, finished grade elevations and harmony of landscaping with the natural setting. The complete architectural plans and specifications must be submitted in duplicate and must include at least four different elevation views. One complete copy of plans and specifications shall be signed for identification by the owner and left with the Architectural Committee. In the event the Architectural Committee fails to take any action with 45 days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any plans, the person submitting such plans may appeal the matter at the next annual or special meeting of the Members of the Association, where an affirmative vote of at least two-thirds of the membership shall be required to change the decision of the Architectural Committee.

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4.3 Variances: Where circumstances, such as topography, hardship, location of property lines, location of streams or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the architectural covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

4.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures with relation to external design, materials, color, siting, height, topography, grade and finished ground elevation.

All external construction materials used for external walls and chimneys must be of natural wood or natural stone with the below-limited use of brick and approved stucco. Log homes or split log homes shall not be allowed in the Subdivision. The use of aluminum, plywood, T-111, pressed board, or cinderblock as an external finishing material shall be prohibited. (Aluminum Facia and Soffits are allowed.) Architecturally scored block may be used on out buildings in rear yards. Paint and stain colors on external surfaces must be earth tone. All bright or brilliant colors are prohibited. Roofing materials of natural wood shake are encouraged. (Asphalt shingle or tar and gravel roofs are prohibited.) Homes must be designed using energy-efficient materials such as high rating insulation and double-pane or insulated windows. Energy-efficient heating systems are to be encouraged.

4.5 Preliminary Approvals: Persons who anticipate constructing improvements on lands within the Subdivision, whether they already own lands or are contemplating the purchase of such lands, may submit preliminary sketches or such improvements to the Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan, together with sufficient general information on all aspects that will be required to be in the complete plans and specifications to allow the Architectural Committee to act intelligently to give an informed and preliminary approval or disapproval. The Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval.

4.6 Plans: The Architectural Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

4.7 Architectural Committee Not Liable: The Architectural Committee shall not be liable in damages to any person submitting any plans for approval, or to the Association or to any owner or owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person acquiring the title to any Property

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in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

4.8 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five years after approval or disapproval.

V. GENERAL RESTRICTIONS ON ALL PROPERTY.

5.1 Zoning Regulations: No lands within the Subdivision shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

5.2 No Mining, Drilling or Quarrying: No mining, quarrying tunneling, excavating or drilling, (except for water,) for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth shall ever be permitted on the surface of the Property.

5.3 No Business Uses: The Lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved and residential Buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial or business purposes, provided, however, that nothing in the Paragraph 5.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model, property management office or rental office, or (b) any owner or his duly authorized agent from renting or leasing said owner's residential Building for residential uses from time to time, subject to all of the provisions of this Declaration.

5.4 Restriction on Signs: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

5.5 No Resubdivision: No lot shall be resubdivided and no Building shall be constructed or allowed to remain on any tract that comprises less than one full lot.

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5.6 Underground Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground any may not be exposed above the surface of the ground.

5.7 Service Yards: All clothes lines, equipment, service yards or storage piles on any Lot in the Property shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads and areas surrounding the Property.

5.8 Maintenance of Property: Landscaping, approved by the Architectural Committee, shall be installed (within one calendar year) following the occupancy of the dwelling house erected on the Lot. All Landscaping, all property and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive, thriving and sightly condition and in good repair.

5.9 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

5.10 No Hazardous Activities: No activities shall be conducted on any Property and no improvements constructed on any Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property; and no open fires shall be lighted or permitted on any Property except in an contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

5.11 No Unsightliness: No unsightliness shall be permitted upon the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles, objects and conditions shall be appropriately screened from view; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain unenclosed upon the Property; (c) no vehicles, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the Property, (unless concealed from road and neighbor visibility,) (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the Property; (e) refuse, garbage and trash shall be placed and kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted if visible from Buildings, Lots or areas surrounding the Property, (g) No parking of any vehicles on the common right of way shall be allowed.

5.12 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices; and no odors shall be emitted from any Lot or Property which are noxious or offensive to others.

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5.13 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot by the owner thereof.

VI. RESTRICTIONS ON LOTS.

6.1 Number and Location of Buildings: No Buildings or structures shall be placed, erected, altered or permitted to remain on any Lot other than one single family dwelling house, and one garage together with related non-residential structures and improvements of the types described in Section 4.2 hereof. Each Lot must be improved with a garage with at least a two-car capacity at the time of construction of the dwelling house on the Lot.

The building sites for all such Buildings and structures shall be approved by the Architectural Committee. In approving or disapproving the building sites, the Architectural Committee shall take into consideration the locations with respect to topography and finished grade elevations and the effect thereof on the setting and surroundings of the Subdivision.

6.2 Residence Floor Area: The residence structure which may be constructed on a Lot in the Property shall have a minimum living floor area, exclusive of garages, balconies, porches and patios of 2,700 square feet for a one floor structure and a minimum of 3,500 total square feet for split entry and two story homes.

6.3 Dwelling House to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot except as otherwise specifically permitted by the Architectural Committee. All construction and alteration work shall be prosecuted diligently, and each Building structure, or improvement which is commenced on any Lot shall be entirely completed within 18 months after commencement of construction.

6.4 Setbacks: All Buildings and structures on all Lots shall conform to area zone requirements. (A minimum of 50 feet from the center of the road is required. All out buildings must be within 1 foot of back and side property line.)

6.5 Height Limitations: No buildings shall be erected to a height greater than 32 feet nor less than 16 feet, measured from natural or unmodified grade at the building site to the highest point of the roof. This measurement applies to all elevations of the building, the intent being that buildings will conform with and reflect the natural contour of the land.

6.6 Towers and Antennae: No Towers, and no exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae shall be allowed or permitted to remain on any Lot.

6.7 Used or Temporary Structures: No used or previously erected or temporary house or structure and no house trailer, mobile home, camper or non-permanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion and the issuance of a certificate of occupancy by the County of Salt Lake.

6.8 Fences: It is the general intention that all perimeter fencing within the Property have a continuity of appearance in keeping with the setting and surroundings of the Property. The term "perimeter fencing" is defined to mean fences along or near Lot lines or fencing not connected with a building or structure. All perimeter fencing shall be of type (approved) and specified by the Architectural Committee. (No fences will be allowed within 50 feet of the center line of the road.) Interior fences, screens or walls which are associated or connected with a Building or structure may be of such design, material and height as may be approved by the Architectural Committee.

6.9 Flashings and Roof Gutters: Flashing or roof gutters or other metal fitting on the exterior of Buildings shall be painted to match adjacent materials on Buildings.

VII. ENFORCEMENT.

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Association or Lots shall be enforceable by the Declarant or by any owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity other than the Association or Declarant shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

7.2 Protection of Encumbrances: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat or render invalid the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration and any Supplemental or Amended Declaration except only that non-continuing violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

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VIII. CONVEYANCE OF RIGHT-OF-WAY

The declarants hereby each being an owner in fee of a lot in the Newman's Lane Subdivision as set forth in Exhibit "B" do each hereby grant, deed, transfer and convey to all of the lot owners of Newman's Lane Subdivision and to their successors, heirs and assigns an equal undivided interest in a right-of-way across the property of the individual lot owners herein according to the description provided for on Exhibit "A". This transfer and conveyance of right-of-way by each individual lot owner is made as to the portion of said right-of-way encumbering the lot owned by said lot owner is granted from said lot owner as to that portion effecting his lot to all owners of lots in Newman's Lane Subdivision collectively with an undivided equal ownership in said right-of-way for the purposes of egress and ingress and other reasonable appurtenant uses necessary for residential use of the lots of Newman's Lane Subdivision. This grant and conveyance is conditional and subject to the understanding that said grantors individually are respectively grantees of a similar right-of-way interest from the remaining lot owners as to the portions of the right-of-way owned by each grantor individually.

IX. JOINT ACCESS AND ROAD MAINTENANCE

9.1 Shared Right-of-Way: The declarants including their successors and assigns shall share equally in the cost of maintenance of the common right-of-way to the subdivision lots. The right-of-way which is separately described on Exhibit B is understood to be a recorded exception to the legal description of each lot and the parties to this declaration consent and acknowledge the existence of the right-of-way as described above and take title to their lots subject to the obligations and together with the rights associated with said right-of-way.

9.2 Duties of HomeOwners Association. The homeowners association through their designated management committee or other entity authorized to act on their behalf shall be responsible for the proper maintenance of the roadway from the point of access from Cottonwood Lane to the

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nonencumbered property lines of the various lots. Maintenance shall include without limitation snow removal, maintenance of surfacing, repairs of the road base and surface and curbs as required, landscaping and all other duties and responsibilities related to the reasonable and normal care and maintenance of the right-of-way so as to provide safe and efficient egress and ingress to and from all lots in the subdivision.

9.2 Expenses of Roadway Maintenance: The expenses necessary for the maintenance of the roadway as set forth in 8.1 above and other expenses of the right-of-way shall be borne equally by all lot owners. The homeowners association shall provide for the budgeting of annual expenses at its annual meeting and shall assess each lot owner on a monthly, quarterly or annual basis for the expenses of the projected maintenance expenses for the coming year. The homeowners association shall include in the budget an amount to be added to annually as a contingency fund for extraordinary repairs which fund shall be separately maintained and drawn against only for such extraordinary items. The cost of maintenance and repair of the right-of-way shall not include any fees of the homeowners association except as are directly incurred for the betterment or maintenance of the right-of-way. The homeowners association may but shall be under no obligation to improve upon the right-of-way beyond the condition at the time of this declaration. The costs to the management of the homeowners association for performing miscellaneous responsibilities such as the management committee's overhead cost may be included in the fees for the roadway assessment if approved according to the Bylaws of the HomeOwners Association. Further, such fee and assessment may include the costs of casualty or public liability, fidelity or other insurance, the cost of landscaping and common lighting if any, the cost of all other services not separately billed or metered to individual lot owners and associated with the maintenance of the right-of-way. The amount of the fee shall be fixed annually as set forth pursuant to the budget of expenses at the annual meeting of the HomeOwners Association.

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9.3 Payment of Assessments: Each owner shall timely pay to the homeowners association his allotted portion of the budget upon the terms and at the time and in the manner provided by the homeowners association without any deduction on account of any set-off or claim which the lot owner may make against the management committee or association. The penalties, fees and interest to accrue on late payment shall be determined by the homeowners association from time to time according to its rules and regulations. It is specifically understood and agreed that the amount of such assessments are to cover and fully reimburse the management committee for all expenses which it may incur in the performance of its responsibilities. The foregoing maintenance and service assessment shall be a charge on and shall be a continuing lien upon the lot against which each assessment is made or against the lot owned by the owner to whom the assessment is made. Such assessment shall be the personal obligation of the person who is the lot owner at the time the assessment is made and shall nevertheless also be deemed to be an obligation against that lot which shall run with and attach to the particular lot and be payable by assignees, voluntary or involuntary of the lot owner. If it is necessary to bring any action to collect these assessments, the homeowners association shall be entitled to reimbursement and to collect from the lot owner the cost of collection of the assessments, together with interest at such rate as provided for by the homeowners association or if not otherwise provided at 18% per annum and together with a reasonable attorney's fee necessary for such collection actions. The homeowners association shall be entitled to record a notice of lien of the amount of this assessment if it becomes in default and to proceed to foreclose upon said lien as provided for by Utah statute. Such lien shall not be recorded except upon the failure of the lot owner to make payment within ten (10) days after receipt of written notice mailed by certified mail to the defaulting lot owner giving notice that the assessment is in default and demanding payment thereof.

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9.4 Affect of Mortgages & Deeds: The liens provided for under this article shall be junior and subordinate to the first priority lien of any lenders, realty mortgage or deed of trust recorded against the lot and foreclosure of the liens provided for herein shall not affect or impair the first priority of such mortgage or deed of trust except to the extent that such lien is prior in time to the deed of trust or mortgage instrument.

X. INSURANCE

The homeowners association shall at all times maintain in force and effect hazard insurance covering all general liability associated with the management of the right-of-way. Such policy shall provide coverage against all risks customarily covered with respect to the public liability for such roadways and shall fully protect the interest of the lot owners and their use and benefit of the right-of-way.

XI. GENERAL PROVISIONS

11.1 Duration of Declaration: Any provision, covenant, condition, or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of 50 years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provision, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until July 4, 2233 A.D., provided, however, that unless at least one year prior to said time of expiration, these is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than two-thirds of the Lots then subject of this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least

one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than two-thirds of the Lots then subject to this Declaration as aforesaid.

11.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

11.3 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

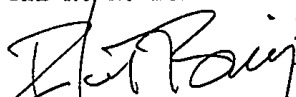
11.4 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.


11.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition.

IN WITNESS WHEREOF, THE R.K. BUIE COMPANY INCORPORATED and BUIECORP INC. having executed this Declaration the day and year first above written.

THE R. K. BUIE COMPANY INCORPORATED

BUIECORP INC.

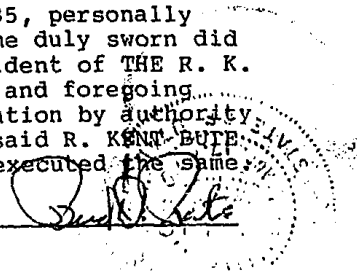

By: R. Kent Buie, President


By: Robert E. Buie, President

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STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me R. KENT BUIE, who being by me duly sworn did say that he, the said R. KENT BUIE is the President of THE R. K. BUIE COMPANY INCORPORATED, 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 said R. KENT BUIE duly acknowledged to me that said corporation executed the same.



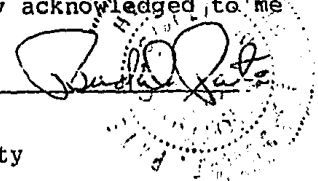
NOTARY PUBLIC
Residing in:
Salt Lake City

My Commission Expires:

Aug 17, 1986

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me ROBERT E. BUIE, who being by me duly sworn did say that he, the said ROBERT E. BUIE is the President of BUIECORP. 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 said ROBERT E. BUIE duly acknowledged to me that said corporation executed the same.



NOTARY PUBLIC
Residing in:
Salt Lake City

My Commission Expires:

Aug 17, 1986

OWNERS OF LOT 1:

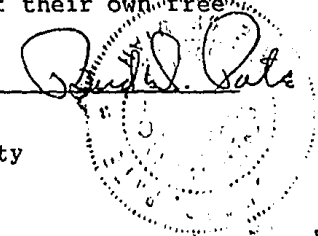
[Signature]

and

Debra W. Wright

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me Scott S. Wright and Debra W. Wright, Owners of Lot 1, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.



NOTARY PUBLIC
Residing in:
Salt Lake City

My Commission Expires:

Aug 17, 1986

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OWNERS OF LOT 2:

D. Ray Hult and Ronda N. Hult

STATE OF UTAH)

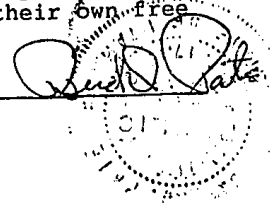
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me D. Ray Hult and Ronda N. Hult Owners of Lot 2, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.

My Commission Expires:

Aug 17, 1986

NOTARY PUBLIC
Residing in:
Salt Lake City



OWNERS OF LOT 3:

R. Kent Buie and Robert E. Buie

STATE OF UTAH)

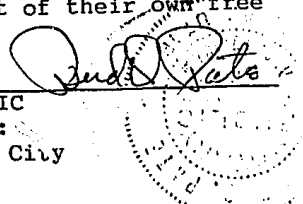
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me R. Kent Buie and Robert E. Buie Owners of Lot 3, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.

My Commission Expires:

Aug 17, 1986

NOTARY PUBLIC
Residing in:
Salt Lake City



OWNERS OF LOT 4:

Hans J. Schmerse and Gaye S. Schmerse

STATE OF UTAH)

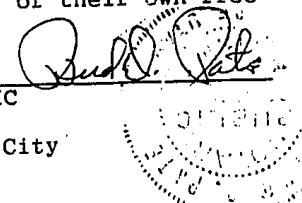
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me Hans J. Schmerse and Gaye S. Schmerse Owners of Lot 4, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.

My Commission Expires:

Aug 17, 1986

NOTARY PUBLIC
Residing in:
Salt Lake City



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OWNERS OF LOT 5:

Everett Herbert

and

Randy Herbert

STATE OF UTAH)

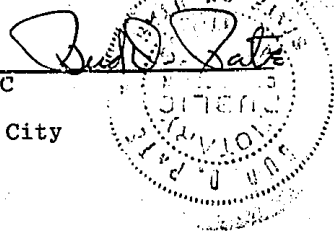
COUNTY OF SALT LAKE)

On the 7th day of January, 1985, personally appeared before me Everett Herbert and Randy Herbert, Owners of Lot 5, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.

My Commission Expires:

Aug 17, 1986

NOTARY PUBLIC
Residing in:
Salt Lake City



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EXHIBIT "A"

Lot 1, NEWMANS LANE SUBDIVISION (Non-regular)

- a. Owner: Scott S. Wright and Debra Wright, husband and wife, as joint tenants
- b. Legal Description: Beginning at a point North 1860.16 feet and East 932.94 feet from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North $0^{\circ}08'13''$ West 200.00 feet; thence North $89^{\circ}56'00''$ East 199.00 feet; thence South $0^{\circ}08'13''$ East 220.00 feet; thence South $89^{\circ}56'00''$ West 199.00 feet to the point of beginning.

Lot 2, NEWMANS LANE SUBDIVISION (Non-regular)

- a. Owner: D. Ray Hult and Ronda N. Hult, husband and wife, as joint tenants
- b. Legal Description: Beginning at a point which is North 1860.392 feet and East 1131.950 feet from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $0^{\circ}08'13''$ West 230.00 feet; thence North $89^{\circ}56'$ East 199.0 feet; thence South $0^{\circ}16'30''$ East 230.0 feet; thence South $89^{\circ}56'$ West 199.00 feet to the point of beginning.

Lot 3, NEWMANS LANE SUBDIVISION (Non-regular)

- a. Owner: R. K. Bute Company, Inc. and Buicorp, Inc.
- b. Legal Description: Beginning North 2090.43 feet and East 1163.68 feet and North $89^{\circ}56'$ East 186.21 feet from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Meridian; North $0^{\circ}08'13''$ West 253.37 feet; North $89^{\circ}56'$ East 211.38 feet; South $0^{\circ}14'$ West 305.9 feet; North $89^{\circ}56'56''$ West 229.97 feet; North $0^{\circ}16'30''$ West 26.02 feet; North $89^{\circ}56'$ East 20.04 feet to beginning.

Lot 4, NEWMANS LANE SUBDIVISION, (Non-regular)

- a. Owner: Hans J. Schmerse and Gaye S. Schmerse, husband and wife, as joint tenants
- b. Legal Description: Beginning at a point on the center line of Newman's Lane (a 20 foot r/w) said point being 2090.43 feet North and 1163.68 feet East from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $01^{\circ}02'24''$ East, 253.42 feet; thence North $89^{\circ}56'$ East 181.00 feet; thence South $0^{\circ}06'13''$ East 253.37 feet; thence South $89^{\circ}56'$ West 186.21 feet to the point of beginning.

Lot 5, NEWMANS LANE SUBDIVISION, (Non-regular)

- a. Owner: Everett C. Herbert and Randy Herbert.
- b. Legal Description: Beginning at a point 2090.15 feet North and 932.27 feet East from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $0^{\circ}08'13''$ West 253.37 feet; thence North $89^{\circ}56'$ East 236.62 feet; thence South $01^{\circ}02'24''$ West 253.42 feet; thence South $89^{\circ}56'$ West 231.41 feet to the point of beginning.

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2930 EAST ST.

EXHIBIT "B"

SCALE 1" = 50'

BARTHALOMA

JAN 28 4 14 PM '86

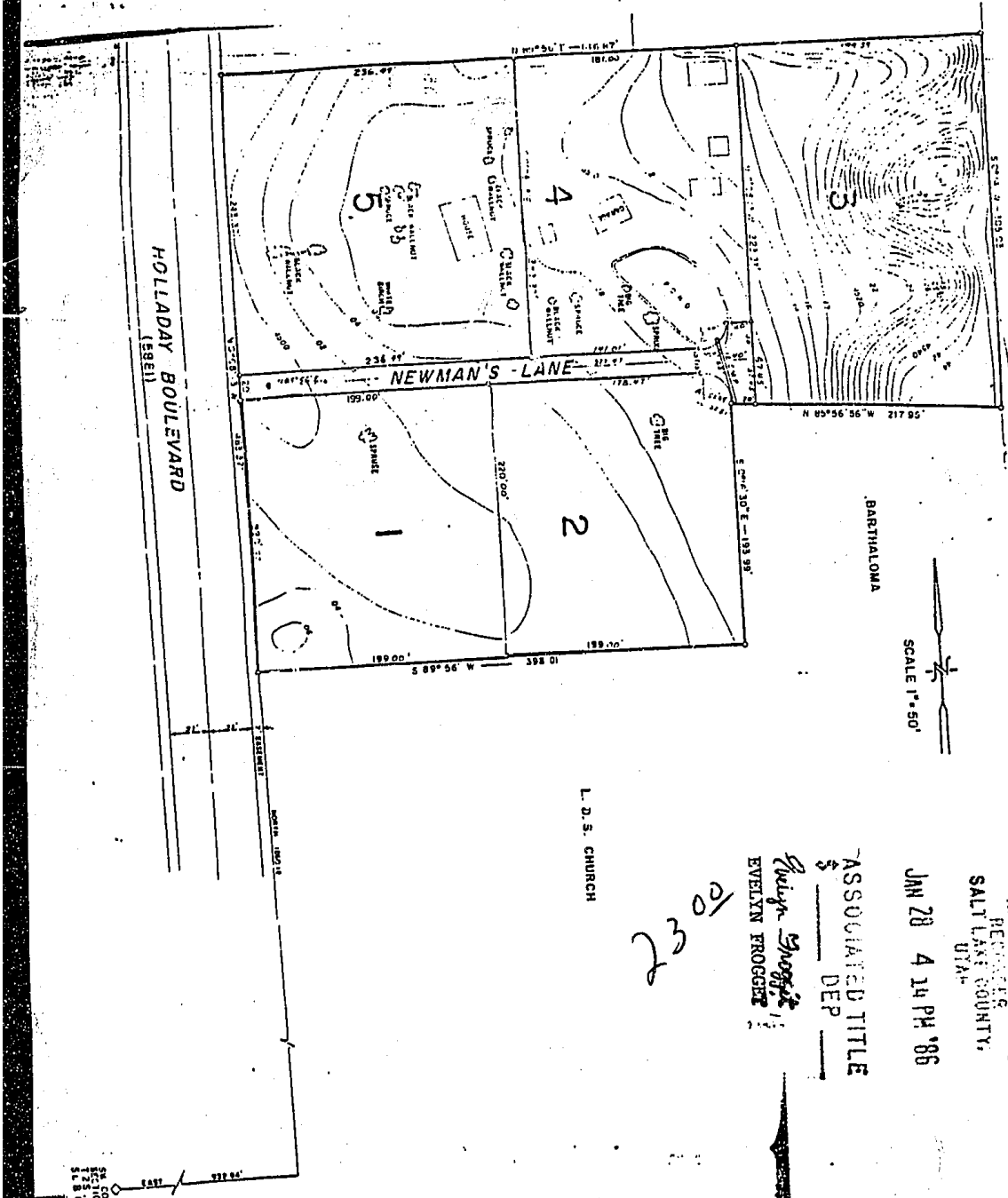
RECORDS SECTION
SALT LAKE COUNTY,
UTAH
KATHY A. BROWN 5731 PAGE 1127

ASSOCIATED TITLE
DEP

Ralph Shoggett
EVELYN FROGGE

232

L. D. S. CHURCH



SE CORNER
SECTION 12
T. 33 N.
R. 3 E.