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**DECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, RESTRICTION, AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS**

FOX POINTE SUBDIVISION

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22 MARCH 93 04:04 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FOX POINTE VENTURE
136 S MAIN ST SUITE 721 SLC, 84101
REC BY: REBECCA GRAY , DEPUTY

PREAMBLE

The undersigned, FOX POINTE PARTNERS, being the owners of land hereinafter, described as FOX POINTE SUBDIVISION located in Salt Lake County, Utah, desiring to develop a residential area of distinctive and individual character and to provide means by which such character may be safeguarded and protected, does hereby make this declaration of Protective Covenants, Agreements, Restrictions, and Conditions as follows: to wit:

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as follows:

FOX POINTE SUBDIVISION

See Exhibit "A", attached hereto and incorporated herein by reference.

WHEREAS, the undersigned are about to sell the property as described heretofore, which they desire to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements, between them and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW THEREFORE, the undersigned declare that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated, and subject to the following restrictions, conditions, and agreements between it and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns.

1. LAND USE AND BUILDING TYPE

No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lots other than one detached single family dwelling with private garage for at least two cars, the plans for which must be approved in advance by the Architectural Control Committee referred to hereinafter.

2. ARCHITECTURAL CONTROL

No building or structure shall be erected or altered on any lot in the above described real property until the construction plans and specifications and a plot plan showing the location of the proposed structure have been approved by the Architectural Control Committee as to size, height, quality, materials, harmony or design of the proposed structure to the locale and as to the location of the proposed structure with respect to topography and grade. Buildings shall be designed to preserve the natural beauty of the

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area. Only those exterior materials which will blend harmoniously into the natural environment, with special emphasis on earth toned colors shall be permitted. Brick and stone and exteriors in conformity with the ordinances of West Jordan City shall be required. The Architectural Control Committee shall have final control of approval of color and material plans. Minimum roof pitch shall be 4/12. No structures shall have gravel built-up type roof. Construction time for any home shall not exceed twelve (12) months from the date construction commenced. Commencement of construction will be within twenty-four (24) months after the closing of Lot unless otherwise indicated and approved by the Architectural Control Committee. Improvements such as water, sewer, streets, curb and gutter, are sold within cost structure of Lot and will be installed as per Bond and City requirements.

3. ARCHITECTURAL CONTROL COMMITTEE

Architectural Control Committee shall be composed of representatives of FOX POINTE PARTNERS, the builder or builders involved in residential construction on the Property, and/or owners of lots or the property subdivided in the real property described above, not to exceed three (3) in number who shall initially be appointed by FOX POINTE PARTNERS. When comprised of owners of lots, the terms of two (2) years or until a successor is duly elected and qualified. After initial appointment, committeemen may be elected by a majority of the persons owning lots in the above described real property with each lot owner to have one vote per committee member.

The Architectural Control Committee shall initially be composed of Dale Kehl, James C. Lewis, Mark E. Lehman, and Paul Bradley. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designation representative, shall be entitled to any compensation for services performed pursuant to this covenant. However, this compensation provision shall not apply to the declarant of this designated representative for a period of three years after the date this document is recorded. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee to restore to it any of its powers and duties.

4. ARCHITECTURAL CONTROL COMMITTEE PROCEDURE

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications, including exterior color and material proposals, shall be submitted to the Committee in duplicate and one approved set shall be returned to the lot owner. In the event the Committee or its designated representative fails to approve or disapprove the proposed construction or action within thirty (30) days after plans and specifications have been submitted to it, approval will be granted and the related covenants shall be deemed to have been duly complied with. The Architectural Control Committee shall be substantially governed by the Building and Zoning Ordinances of West Jordan, Utah, except where stricter provisions are deemed to be appropriate to maintain the quality and environment or the structures built on the property above described or where specific provisions of these covenants are applicable. The Committee approval or disapproval as required in these covenants shall be in writing.

5. DWELLING QUALITY AND SIZE

All structures constructed on the property described herein shall be of good quality workmanship and materials. The ground floor level of any private dwelling shall be 1400 square footage or more for a one story dwelling or regarding a two-story dwelling, the ground level floor area, exclusive of open

porches and garages, shall be at least 1200 square footage and the second level must equal at least 2/3 of the ground floor area, except that if the ground floor area is at least 1400 square footage there shall be no minimum requirement for the second level floor area. Tri-level shall be figured as the main and upper floor constituting the main floor area square footage. (Minimum 1400 square footage) Each dwelling must have an attached garage for a minimum of two (2) cars.

6. NUISANCES

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. All recreational vehicles shall be parked off the street and screened from view from the street at the set-back line of the residence. Recreational vehicles shall not be parked overnight on the street nor in driveways in front of the residence set-back line, but shall be allowed to remain over-night on the property above described only if housed in a garage or screened from the street behind the set-back line of the residence. Failure to comply with the provisions hereof shall constitute a nuisance. No mobile or prefabricated homes will be permitted for occupancy. No used buildings of any kind shall be placed on any lot.

7. HOUSEHOLD PETS

No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot except household pets customarily permitted in the house and not kept or used for breeding purposes. Household pets permitted do not include any inherently or potentially dangerous animals, birds or reptiles.

8. APPEARANCE, SANITATION AND FIRE HAZARD CONTROL

No lots shall have accumulated thereon any rubbish, trash, or unsightly debris. Upon failure or neglect of any owner to remove such materials or weeds from his property within 10 days after written notice to remove has been mailed to him by the Architectural Control Committee, the Committee may cause the same to be removed and the individual lot owner will be responsible for the reasonable expenses of such removal.

Each residence shall have installed surrounding it a sprinkler system for fire protection which may also be used for irrigation. All residents shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

9. 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 and its abutting street are to be kept freed of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

10. FENCES AND SCREENS

No fence or screen shall be erected without the prior written consent of the Architectural Control Committee. All fences must be approved by the Architectural Control Committee, before erection of said fence.

The use of screen fences shall be allowed to a limited extent to add privacy to patios and provide sight screening for recreational vehicle storage spaces behind the set-back line on individual residences.

No fence or screen shall be erected so as to constitute a traffic hazard, particularly near driveways and street intersections. No fence will be permitted to extend beyond the front of any home towards the street. No fences shall be constructed in the front yard of any lot as the front yard is defined in the zoning ordinances of West Jordan, Utah, except hedges or other continuous growth of shrubs or trees.

11. FOLIAGE AND LANDSCAPING

Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property's owner's expense. All landscaping of front yards, including the area between the curb and the sidewalk, shall be in conformity with such landscaping design, pattern or standards as are established by the Architectural Control Committee. All front and side yards must be landscaped within one year after dwelling is occupied. Rear yard within two years.

12. OIL AND MINING OPERATIONS

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral 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.

13. ANTENNA

No large or otherwise unusual exterior radio and/or television antennas shall be erected or maintained on the property without the written approval of the Architectural Control Committee. Their decision will be final in each instance.

14. FURTHER SUBDIVIDING

No lot may be further subdivided nor any easement or other interest therein less than the whole be conveyed by the owner thereof without the prior written approval of the Architectural Control Committee; *provided*, however, that nothing herein shall be deemed to prevent or require the approval of the Architectural Control Committee for the transfer or sale of any lot to more than one person to be held by them as tenants in common or joint tenants.

A private individual shall hold only one lot; however upon completion of structure on said lot and the sale of same, a private individual can then purchase another lot if it be so desired.

A licensed, qualified General Contractor may purchase two or more lots simultaneously, and upon completion of structures and sale of same, may purchase additional lots.

The Restrictive Covenants shall be sold with the resale of a lot.

15. AMENDMENTS

These covenants may be amended or renewed upon written approval of at least seventy-five percent (75%) of the owners of lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

GENERAL PROVISIONS

A. TERMS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. They may be renewed thereafter pursuant to the provisions of paragraph 10 above.

B. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either or restrain violation or to recover damages.

C. SEVERABILITY

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

FOX POINTE SUBDIVISION

By Danbury Properties, Inc.

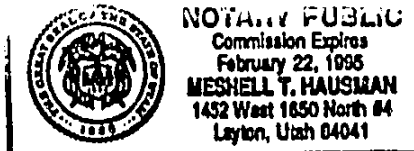
By *Paul Bradley*
Paul Bradley, President

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

On the 22nd day of September, 1992 personally appeared before me Paul Bradley who being by me duly sworn did say for himself, that the within and foregoing instrument was signed in behalf of FOX POINTE SUBDIVISION and that all contained statements were true to the best of his knowledge.

Messhell T. Hausman
NOTARY PUBLIC
Residing in Davis County, Utah.

My commission expires:
February 22, 1995



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**Exhibit "A" to
Declaration of Protective Covenants**

BOUNDARY DESCRIPTION

Beginning at a Point which is S. 00° 02'35" E. 331.00 feet from the East Quarter Corner of Section 34, T. 2S. R. 1w., Salt Lake Base and Meridian; and running thence S. 00° 02' 35" E. 993.00 feet; thence . 89° 50'10" W. 1325.24 feet; thence N. 00° 02'40" W. 993.00 feet; thence N. 89° 50"01" E 1325.26 feet to the Point of Beginning. Contains 30.21 Acres.

Zone R-1-8D

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