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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
WILLIAM C. HAFEMAN  
2141 S MAIN SLC 84115  
REC BY: DELORES MIERA , DEPUTY

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DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS AND CONDITIONS  
AFFECTING THE REAL PROPERTY KNOWN AS  
MORNINGSIDE COVE NO. 4 SUBDIVISION.

This Declaration is made on the 30th day of September, 1993 by  
William C. Hafeman.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in  
Taylorsville City, Salt Lake County, Utah to wit:

All of Lots 401 through 444 inclusive, Morningside  
Cove No. 4, according to the official plat thereof  
as recorded in the office of the Salt Lake County  
Recorder.

NOW, THEREFORE, Developer and Homeowners hereby declare that all of  
the property above described 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, and which shall run with the real property and be binding on all  
parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns,  
and shall inure to the benefit of each owner thereof.

RESIDENTIAL AREA RESTRICTIONS AND COVENANTS

Land Use and Building Type: No lot shall be used except for resi-  
dential purposes. No building shall be erected, altered or 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 for not less than two vehicles. All construction to be of  
new materials, except that used brick may be used with prior written  
approval of the Architectural Control Committee.

Architectural Control: No building shall be erected, placed, or  
altered on any lot until the construction plans and specifications  
and a plan showing the location of the structure have been approved  
in writing by the Architectural Control Committee as to quality of  
workmanship and materials, harmony of external design with existing  
structures, and as to location with respect to topography and finish  
grade elevation. No fence or wall shall be erected, placed or altered  
on any lot nearer to any street than the front building setback line.

Dwelling Cost, Quality and Size: No dwelling shall be permitted on  
any lot at a cost of less than \$65,000 exclusive of the lot, based  
upon cost levels prevailing on the date of these covenants and  
recording thereof; it being the intention and purpose of the coven-

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ants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1050 square feet. Two story homes shall be permitted if the main floor living area is at least 900 square feet and at least 600 square feet on the upper level. All homes shall have at least a masonry front to bottom of front windows with masonry on front of the garage to window height. All lots shall require at least a double garage with a front width of at least 20 feet.

Building Location: No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line.

No dwelling shall be located nearer than 5 feet to any interior lot line with both side yards totaling not less than 16 feet, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 50 feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located ten feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.

For the purpose of this covenant, 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 to encroach upon another lot.

Easement: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Special Restrictions: No earthen materials from basement excavations on Lots 405 through 413 inclusive shall be retained on the lot except for establishing a 2% grade away from the dwelling erected thereupon for a distance of 10 feet.

No flexhose or other conduit shall be used to drain water from the roofs of dwellings constructed on Lots 405 through 413 inclusive to the rear yard slopes. However, raingutters as provided for by the Uniform Building Code shall be placed under the eaves of all dwellings.

Neither the Developer, Building Contractor, Purchaser-Owner, their

Assigns or tenants of dwellings constructed on Lots 405 through 413 inclusive shall bring in any fill material of any nature to change the height or grade of the slopes of the rear yards except for normal depths of topsoil and/or sod.

Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted if they can be viewed from the street unless that are in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets. No automobiles, trailers, boats or other vehicles shall be stored on front or side lots unless they are in running condition, properly licensed and are being regularly used. No automobiles, trailers, boats or other vehicles shall be repaired on front or side lots unless such repairs can be completed in 5 working days.

Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage or other temporary buildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted as residences.

Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's care and control.

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 free 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.

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 allowed at the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Special Sight Distance Lot 401: A clearview easement along the North side of Lot 401 restricts the height of any fence, wall, hedge or other planting to 2.5 feet.

Initial Landscaping: It shall be the responsibility of each individual owner to install and maintain front landscaping within one year (365 days) of the date of completion of residence. Landscaping shall include but not be limited to berming, lawn and foliage. It shall be the responsibility of each owner to complete the remainder of landscaping within two (2) years of the completion of the residence. It shall be the continuing duty of the respective owners to maintain, repair, replace the landscaped areas as needed on and around their individual lots.

#### ARCHITECTURAL CONTROL COMMITTEE

Membership: 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 of the committee shall have full authority to select a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore it to it any of its powers and duties; however, an Architectural Control Committee shall not have the power to change the covenants that pertain to the following: Land Use and Building Type, Dwelling Cost, Quality and Size; Special Restrictions,

The Architectural Control Committee is composed of:

Ron Thorne

Jim Stoker

Gordon Milar

Procedure: The Committee's approval or disapproval shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

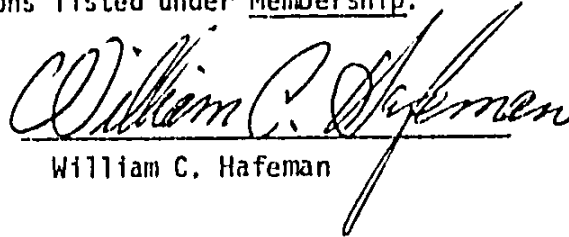
#### GENERAL PROVISIONS

Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

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

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

Amendment: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part subject to the restrictions listed under Membership.

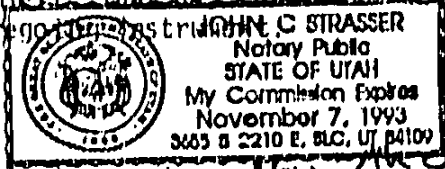
  
William C. Hafeman

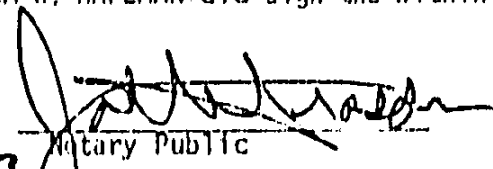
ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 12<sup>th</sup> day of October, 1993 personally appeared before me WILLIAM C. HAFEMAN who being by me duly sworn, did say, each for himself, that he, the said WILLIAM C. HAFEMAN did sign the within and foregoing instrument.



  
Notary Public

My commission expires: Nov 7 1993  
Residing at: Salt Lake County

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